

REDACTED—FOR PUBLIC INSPECTION

**Exhibit 1, Exhibit 2 and Exhibit 3
Are Redacted in Their Entirety as Highly Confidential Information**



Notice Regarding

AT&T Internet Access Service Availability

Dear Administrator,

Broadband-enabled technologies are enhancing educational opportunities for students at all levels – from kindergarten through high school and beyond. These technologies have enabled educators and students to extend learning beyond the classroom through multimedia tools that can be tailored to meet the needs of students at all levels and better prepare them to meet the challenges of the 21st century economy. They also have fueled ever growing demand for faster and higher capacity connections to the Internet. AT&T has partnered with schools and libraries across the country to meet this demand, and we're expanding our state of the art fiber network across the country.

AT&T is pleased to advise schools and libraries that we are deploying high speed Internet access services in many areas. Our high-speed Internet services will allow schools and libraries to enjoy faster Internet access speed, including 1Gbps. Please take a look at our network capabilities as you explore how best to meet your Internet access needs.

Our sales representatives will be happy to answer your questions. Please go to www.att.com/internetinfo to submit an online request to have a specialist contact you.

REDACTED—FOR PUBLIC INSPECTION

**Exhibit 5 Is Redacted in Its
Entirety as Confidential Information**



More bandwidth, more learning.

Scaling upwards of 1Gbps and greater for both upload and download, our newest **high-speed Internet service** is now bolstering the speed of your school or library building. Making you faster today, and enabling you to quickly move onto new possibilities tomorrow. Now, you can bring faster speeds to your students, staff and patrons at more flexible and affordable options than ever before.

Contact an AT&T Fiber Specialist today to find out more.

att.com/internetinfo



EXHIBIT 7

Exhibit: Materials Regarding AT&T Usage Allowance Practices

- a.i. AT&T Internet Terms of Service (in effect from October 23, 2016 to March 21, 2017)
- a.ii. AT&T Internet Terms of Service (in effect from March 22, 2017 to end of this reporting period)
- a.iii. AT&T Fixed Wireless Internet Terms (in effect from May 1, 2017 to end of this reporting period)
- b.i. Broadband Information (in effect from August 21, 2016 to April 23, 2017)
- b.ii. Broadband Information (in effect from April 24, 2017 to end of this reporting period)
- c.i. AT&T's Online Data Calculator (in effect from August 21, 2016 to May 29, 2017)
- c.ii. AT&T's Online Data Calculator (in effect from May 30, 2017 to end of this reporting period)
- d.i. Support Page - Broadband Usage FAQs (in effect from November 9, 2016 to May 1, 2017)
- d.ii. Support Page - Broadband Usage FAQs (in effect from May 2, 2017 to end of this reporting period)
- e.i. Internet Usage Support Landing Page (in effect from August 21, 2016 to April 23, 2017)
- e.ii. Internet Usage Support Landing Page (in effect from April 24, 2017 to end of this reporting period)
- f.i. Myatt Sales - Shopping Flow (in effect from August 21, 2016 to January 10, 2017)
- f.ii. Myatt Sales - Shopping Flow (in effect from January 11, 2017 to end of this reporting period)
- g.i. Myatt Sales - Adjust Data Limits Screen (in effect from August 21, 2016 to January 10, 2017)
- g.ii. Myatt Sales - Adjust Data Limits Screen (in effect from January 11, 2017 to end of this reporting period)
- h. MyAT&T Service Screenshots - Billing and Usage
- i. Customer Announcement Letters

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AT&T Internet Terms of Service / att.net Terms of Use for Internet Service(s)

Print

Last Updated: October 23, 2016

This Terms of Service & Terms of Use ("Agreement") along with the AT&T Acceptable Use Policy, the AT&T and Yahoo privacy policies, and the other documents incorporated by reference herein, set forth your obligations, AT&T's obligations, and the rules you must follow when using the att.net portal and/or e-mail ("Site") and/or AT&T Internet (f/k/a AT&T U-verse High Speed Internet), AT&T Internet Business Edition (f/k/a AT&T U-verse High Speed Internet Business Edition), AT&T High Speed Internet, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Direct, AT&T High Speed Internet Business Edition Direct, AT&T Dial, FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, Wireless Broadband provided by BellSouth Entertainment, LLC, BellSouth® Dial Internet Service (individually or collectively referred to as "Service(s)" or "Internet Service(s)"). **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE PART OF THIS AGREEMENT.**

PLEASE READ THIS AGREEMENT CAREFULLY. This is a binding agreement between you (the Member Account holder), Yahoo! Inc. ("Yahoo!"), and the AT&T entity that provides the Service and/or Site[1]. **Your registration, payment for, or use of the Site and/or Service constitutes your agreement to be bound by the charges, terms, and conditions set forth in this Agreement, including those incorporated by reference as well as those located at: <http://info.yahoo.com/legal/us/yahoo/>.**

IMPORTANT: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PARAGRAPH 13 REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PARAGRAPH 19 LIMITS AT&T'S LIABILITY. ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 1. PLEASE READ THEM CAREFULLY.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

1. Changes to this Agreement

From time to time, we may change this Agreement. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at <http://www.att.com/internet-terms>, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Internet Service

a. Service Description. Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to AT&T's network. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance. AT&T offers many broadband service options, each of which has a different service capability speed range. The term speed is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges AT&T offers may be found at <http://att.net/speedtiers>, which identifies the downstream and upstream rates at which your line transfers internet access data between the network interface device at your home, office or apartment building to the point you connect to AT&T's network. Our wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T Internet Basic 6 should expect service capability download speeds between 3.1Mbps and 6.0 Mbps between the network interface device at your premises and the point you connect to AT&T's network. The high-end of this range represents expected maximum speed capabilities. For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options, including different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience and for additional information regarding network practices with respect to data usage caps related to AT&T Broadband Internet access services, please visit att.com/broadbandinfo.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting the end user to Internet websites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging and other services) that share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

c. IP Addresses AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at AT&T's sole discretion. Static IP addresses are not available with all

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speeds. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses. AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPV6-exclusive Internet content, some of your equipment may require upgrades or replacement. AT&T Dial service supports IPV4 only; it does not support IPV6. For more information about IPV6 and how it affects you, visit att.com/ipv6.

d. Availability. The Service is not available in all areas, and may not be available at certain speeds (or at all) at your location, even if our initial testing indicated that your line qualified for a particular speed or Service.

e. Service/Site Changes. AT&T reserves the right to modify or discontinue the Service or Site (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will give you notice. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: www.att.com/temporaryterms. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

f. Conversion from DSL service to AT&T Internet service. When AT&T is able to provision AT&T Internet Service at your location, we may, in our discretion, discontinue your DSL service and make available to you AT&T Internet at the then applicable rates, terms and conditions, which may differ from your previous DSL Service rates, terms and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable early termination fee ("ETF") if you elect to cancel DSL Service.

Your new AT&T Internet will require different customer premises equipment ("CPE"). When you are selected for conversion, we will provide at least thirty days notice of the discontinuation or suspension of your service via e-mail, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service, or temporarily suspend your service for up to fifteen days.

g. Data Usage. The data plan you purchased, which contains either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, will count towards your Internet data usage allowance. For additional information regarding your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to att.com/internet-usage. (This paragraph is not applicable to Business customers.)

h. Wi-Fi Hot Spots (For Internet). AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at <http://www.att.com/shop/legal/terms.html?toskey=wiFiServices>. In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

i. Business Customers. Additional terms and conditions for Business customers are set forth in Schedule 1 attached hereto.

3. Registration and Membership

When you complete the registration process for the Site or the Service, you become the "Member Account" holder. You must be 18 years or older to be a Member Account holder. You will be asked to choose a unique "Member ID" for your account. Customers of the Service may also create up to ten "Sub Accounts" (each of which will have a separate password and Member ID). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of an AT&T Access ID subjects you to the **AT&T Access ID Terms and Conditions** (available at www.att.com/accessid/terms), which are incorporated herein by reference.

All information that you provide to AT&T and Yahoo! must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to the AT&T Yahoo! Member Center by going to <http://att.yahoo.com/myaccount>.

4. Pricing

a. Term Plans, Bundle Discounts. When you purchased the Service, you agreed to specific price and plan, which may have included a term of one, two, or three years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs, at which time your price may revert to the then-existing price for your Service: (1) the term expires; (2) you move from your current Service address to another Service address; (3) you drop one of the AT&T services you were required to purchase to receive the special rate; or (4) AT&T exercises a right under these Terms to terminate your Master Account's (or any associated Sub Account's) use of the Service (in which case you will still be entitled to bundled pricing for any non-terminated bundled services for the duration of the applicable term).

b. Dial-up Access Options and Toll Charges. AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T or Yahoo! be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the telecommunication company's or at AT&T's discretion.

5. Termination or Cancellation of Service

a. Your Decision to Terminate or Continue Service. When you purchased the Service, you agreed to a specific price and plan, which may have included a term. You may cancel your plan before the end of the term and cease making your monthly payments, in exchange for which you will be subject to the early termination fee associated with that plan as specified in your Customer Service Summary or Order Confirmation Letter. At the conclusion of your term, or if you did not sign up for a plan with a term, the term for your continued Service will be month-to-month. If you elect to continue Service on a month-to-month basis, you should review the current Terms of Service at att.com/internet-terms. The current Terms of Service will govern your Service. Your election to continue Service represents your agreement to the current

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Terms of Service. When you cancel your Service, your account ID email address will remain active, as will all email subaccounts you have created. The email accounts may be accessed from the att.net Web site.

b. Suspension/Termination by AT&T or Yahoo!. AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend Service because of the views you or we express on public policy matters, political issues or political campaigns; provided, however, that AT&T shall not be required to refrain from termination based on another provision of this Agreement (e.g., allegations of copyright infringement) just because the conduct at issue arguably includes viewpoint expression. AT&T and/or Yahoo! may, however, immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or (d) if you engage in conduct that is threatening, abusive or harassing to AT&T or Yahoo!, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property; frequent use of profane or vulgar language; or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 herein entitled "Payment".

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a restoral of service fee may apply. This fee is in addition to all past due charges and other fees.

c. Termination of Local Wireline Voice Service. If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your AT&T High Speed Internet Service or continue to provide it at the then-current rates, terms and conditions applicable for AT&T High Speed Internet Direct, our broadband service without local wireline voice phone. You agree to pay any new or higher monthly fees that may apply to your new AT&T High Speed Internet Direct Service after termination of the wireline voice service. If AT&T elects to terminate your AT&T High Speed Internet Service, we reserve the right to charge any applicable early termination fees.

d. Termination of Dial Service. Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan or are suspended by AT&T prior to month end, you will be charged for the entire month of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

e. Access to Yahoo!, After Termination by AT&T. If your Service is terminated by AT&T, you will no longer have access to your Member account information using your Member ID, except as outlined in this Section and Section 9 (Yahoo! Premium Services). If you combined your Yahoo! ID with a Member ID, you will not be able to access Yahoo! using your combined ID after termination, unless you close your Member ID (your Member ID will be closed automatically no fewer than 60 days after termination). If you did not combine a Yahoo! ID with your Member ID, you will be given the option (when you sign in at Yahoo! using your Member ID) for at least 60 days after termination, to close your Member ID and transfer certain account information to a new Yahoo! ID. If you continue to access a Yahoo! account through a different Internet access provider after your Service account is terminated, then your use of your Yahoo! account after that time will be subject to the Yahoo! Terms of Service at <https://policies.yahoo.com/us/en/yahoo/terms/utos/>.

Note: Sub-accounts with a combined Yahoo! ID may be able to access the Yahoo! account provisioned under their combined Yahoo! ID when the Member ID of the Member Account holder is closed. After the Member ID of the Member Account holder is closed, Sub-Accounts who do not have a combined Yahoo! ID will not be able to transfer any of their Member account information to a new Yahoo! ID. Therefore, Sub-Account holders who wish to elect to transfer should make the election before the Member ID of the Member Account holder is closed.

6. Payment

Service customers agree to pay: (1) the monthly fee specified when you ordered your Service; (2) the charge for all equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, restoral of Service fees and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges which AT&T pays to municipalities and other governmental entities and may pass on to you.

a. Credit Check / Advance Payments & Deposits. Service customers give us permission to obtain their credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

b. Billing. For customers who choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not customer has installed and begun to use the Service. For customers who choose to have a technician install the Service, billing will begin when the installation is complete, unless the customer initially selects to self-install, and subsequently asks for a technician installation.

c. Method of Payment. Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling the following number: Consumer 1-800-ATT-2020; Business: 1-800-321-2000.

d. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for

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such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

e. Online Billing for AT&T Internet Members. You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

f. Late Payment & Failure to Pay. You agree that for each bill not paid in full by the payment due date, we may charge you a late fee of (i) \$9.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of AT&T rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 60 days after you received your bill or you will waive any objection. **AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges. If AT&T suspends your service for non-payment, you must pay all past due amounts in order to have service restored, and you may also, at AT&T's sole discretion, be required to pay a service restoral fee.** In the event you fail to pay AT&T or AT&T is unable to bill charges to your credit card, AT&T may assign unpaid late balances to a collection agency. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T.

g. Returned Checks and other Instruments. We will charge you a fee of up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

h. Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 1-800-288-2020; Business 1-800-321-2000). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by the customer.

i. Refunds. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

7. Equipment & Software

Other than the equipment and/or software provided to you by AT&T for use with the Service, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T, and AT&T will not provide support, or be responsible for ongoing maintenance of such equipment. Any AT&T-provided modem, router or gateway will be either a new or a fully inspected and tested refurbished unit. Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment data or settings.

AT&T will repair or replace damaged equipment as AT&T deems necessary. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of your equipment. If you own the equipment or the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

a. Additional Equipment Information for AT&T Internet Customers. AT&T will make available to you certain equipment (which may include a modem/gateway located inside your premises, or Optical Network Terminal ("ONT") which is a box that may be located inside your premises, on the outside of your premises, a central location in a multi-tenant building, or in your garage, where AT&T's fiber network terminates or an Intelligent Network Interface Device ("iNID") (which provide your services if you do not have a gateway), all of which is herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one (1) year warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fee/Purchase options depend on the AT&T Services you order and the installation options you choose.

The AT&T Equipment requires electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. For Consumer Dial customers only, if there is an ONT located on the outside of your premises and you are the first customer at the premises to order AT&T services, AT&T will install an initial ONT power supply unit and provide an initial backup battery for the ONT power supply box. For all other Consumer and Business customers, if there is an ONT anywhere on your premises, a battery backup will not be provided by AT&T. Any backup battery solution other than that stated herein is your responsibility. You may choose to purchase battery backup for your Equipment from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup.

You hereby agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit att.com/batterybackup.

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer supplied power. This will disrupt the Internet (excluding Dial and DSL) Service as well as any additional services that use the AT&T connection for transport (e.g. Voice over IP including e911). AT&T will have no liability for loss of any service(s) in the event of interruption of customer supplied power, with or without battery backup present in the AT&T equipment.

Tampering with the AT&T Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network).

You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the Internet Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services

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and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

Return of equipment: If your Service is provided by an iNID, you must return the TV receivers. You should not return the iNID home networking hub, (Model# j38HG) or the ONT. All other unowned AT&T equipment must be returned to AT&T undamaged, within twenty one (21) calendar days after the Service is terminated. If equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged for the value of the AT&T Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned after six (6) months from termination. The return of equipment provisions also apply if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will receive a password associated with your Member ID upon completing the Site/Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T or Yahoo! by calling:

1-866-722-3425 for AT&T Dial subscribers,

1-877-722-3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer),

1-800-ATT-2020 for AT&T Internet consumer subscribers,

1-800-321-2000 for AT&T Internet Business Edition, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct,

1-888-321-2375 for FastAccess Business DSL and FastAccess Business DSL Direct subscribers, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer).

(b) ensure that you exit from your account at the end of each session; and (c) periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

9. Yahoo! Premium Services

Yahoo! also offers certain premium services. You may be prompted to complete the registration process and provide billing and other information before you can use Premium Services. Premium Services are considered part of the Service and are covered by the terms of this Agreement, but may have separate posted guidelines or additional terms that you must follow when using such Premium Services. In addition, certain services offered by Yahoo! are governed by additional agreements. The posted guidelines, additional terms or additional agreements (as applicable) will be provided to you when you use, sign up for or register for those particular services. Unless otherwise expressly noted, the services provided by Yahoo! are consumer services.

Certain Premium Services are included as part of your membership in the Service. These are called "Core Premium Services." Other premium services are available for purchase at an additional cost. These are called "A La Carte Premium Services."

a. Termination of Premium Services and Benefits. Core Premium Services, any discounts that are provided to Members of the Service on the purchase of certain additional A La Carte Premium Services, or any other benefits provided as part of the Service will terminate upon termination or discontinuance of your membership with the Service. All Core and A La Carte Premium Services, discounts and other benefits provided as part of or in connection with the Service are subject to change at any time without notice. You may cancel a Premium Service at any time by calling Yahoo! Customer Service at (409) 349-5151.

For customers who have a Yahoo! ID that is combined with an account under this Service, any A La Carte Premium Services you may have will remain in effect according to the terms applicable to each of those services after termination of your account. For a period of at least 90 days after the termination of your Service account, you will be asked to close your Member ID when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://att.yahoo.com>) using your Yahoo! ID or Member ID. If you do not close your Member ID within such period, we will automatically close your Member ID for you. After your Member ID is closed, you will be able to access your A La Carte Premium Services using your Yahoo! ID.

If you did not combine a Yahoo! ID with an account under this Service, then any A La Carte Premium Services that you purchased under your Member ID will terminate if you fail to transfer them to a new Yahoo! ID within 90 days after termination of your Service account. Unless and until they are terminated, any A La Carte Premium services you may have will remain in effect according to the terms applicable to each of those services. Upon transferring your A La Carte Premium Services to a new Yahoo! ID, you will be able to access these premium services using your new Yahoo! ID. You will be given the option to transfer these premium services to a new Yahoo! ID, when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://att.yahoo.com>) using your Member ID within the transfer period. If you do not transfer these premium services to a new Yahoo! ID, we will terminate these premium services and you may lose some associated data that is stored in connection with such premium services, such as e-mails, photos, or briefcase data that are attributable to premium services that offer extra storage in the Yahoo! Mail, Yahoo! Photos, and Yahoo! Briefcase properties. Your Member ID will close when you transfer your A La Carte Premium Services or, if you fail to transfer them, at the end of the transfer period.

Note: Sub-Accounts with a combined Yahoo! ID will keep their A La Carte Premium Services under their Yahoo! ID when the Member ID of the member Account holder is closed. Sub-Accounts with no combined Yahoo! ID will not have an opportunity to transfer their A La Carte Premium Services and associated data. Sub-Account holders should make the election following the process above before the Member ID of the Member Account is closed.

10. Restrictions on Use

Your use of the Site & Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at <http://www.att.com/aup> and is hereby incorporated into these Terms of Service as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by AT&T and/or Yahoo! to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of AT&T's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

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a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service and Site, except that portion provided by third party providers, is copyrighted and property of AT&T and/or Yahoo! as applicable.

b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Site or Service(s). **AT&T and Yahoo! assume no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

AT&T respects the intellectual property rights of others. AT&T has adopted and maintains a policy that provides for the termination in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs. If you receive alerts in connection with such a program, a low-cost independent review process may be available to you as described on AT&T's Copyright Alert Program website, <https://copyright.att.net>, and on the website of the Center for Copyright Information, <http://www.copyrightinformation.org/resources-faq/independent-review-faqs/>. Use of the independent review process is voluntary, and decisions under that process are binding only for purposes of the copyright alert and graduated response program(s) in which AT&T participates. The independent review process does not impact your or AT&T's rights and obligations under the arbitration provisions of Section 13 below or under any other provision of this Agreement.

AT&T will process valid notifications of claimed infringement under the Digital Millennium Copyright Act ("DMCA", found at 17 U.S.C. § 512). For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html>. AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
E-mail: copyright@att.com

c. Use by Children. AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 will not be permitted to access the Site or Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Site or Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Site and Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor Yahoo! nor their licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor Yahoo! nor their licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T or Yahoo! liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management, Content & Links

a. Data Management. You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

b. Content. You, and not AT&T or Yahoo!, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available via the Site and Service ("Content"). AT&T and Yahoo! do not generally pre-screen or control Content that is posted by users of the Site, and, therefore, do not guarantee the accuracy, integrity or quality of such Content. AT&T and Yahoo! shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse or remove any Content that is available via our Site that is illegal, violates these Terms or the AUP, or exposes AT&T or Yahoo! to any risk of claims, lawsuits or liability. As the providers of the Site, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of AT&T or Yahoo!. We do not endorse any Content or any opinion, recommendation or advice expressed therein. Mobile data charges may apply for any content forwarded from the Site that is subsequently accessed on a mobile device.

AT&T and Yahoo! may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of AT&T, Yahoo!, other end users and the public.

c. Grant of License. AT&T and Yahoo! do not claim ownership of Content you submit or make available for inclusion on the Site or Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Site, you grant AT&T and Yahoo! the following world-wide, royalty free and non-exclusive license(s) as applicable:

(i) With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Site solely for the purposes of providing and promoting the specific

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Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time you remove or Yahoo! removes such Content from the Site.

(ii) With respect to photos, graphics, audio or video you submit or make available for inclusion on any publicly accessible area of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Site solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time you remove or Yahoo! removes such Content from the Site.

(iii) With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

d. Links. The Site may include links to other web sites or resources. These links are to websites which AT&T and Yahoo! do not control. AT&T and Yahoo! are not, therefore, responsible and will not be liable for the availability, content, advertising, products or other materials available on such websites or any damage alleged to have been caused by or in connection with the use of content available on such websites.

e. Third Party Content. Content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by AT&T, Yahoo! or advertisers you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, Service or the Software in whole or in part.

f. DNS Language Assist. If you enter an incomplete or inaccurate web address, instead of providing only an error message, AT&T will automatically search for similar or related terms and present you with suggested sites you may want to reach. AT&T and our partners do not retain this information, nor do we retain information for any other purpose. If you prefer to opt out of this service, you may do so by visiting <http://www.att.com/cmpchoice> from your desktop or from your mobile web browser.

12. Privacy Policies

Your use of the Service and registration data and certain other information about you, are subject to the respective privacy policies of AT&T and Yahoo!. These policies are available at: <http://att.yahoo.com/privacy>.

13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 1.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-288-2020. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

1. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This arbitration agreement does not include claims against Yahoo, or claims against AT&T or Yahoo that are based in whole or in part on the Site. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service or Site under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. **You may download or copy a form Notice and a form to initiate arbitration from here: att.com/arbitration-forms.**
3. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we

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agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
 - pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

5. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

14. Dispute Resolution with Yahoo

You and Yahoo! each agree that this Agreement and the relationship between You and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the services offered or provided by Yahoo!, or the relationship between you and Yahoo!, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern District of California. You and Yahoo! agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

15. Software - End User License Agreement

If you have connected to the Service by downloading or installing AT&T's and/or Yahoo!'s Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, Yahoo! or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T and Yahoo! for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, Yahoo!, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, Yahoo!, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

16. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T and Yahoo! are not liable for such interruptions. You further understand and agree that AT&T and Yahoo! have no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T and Yahoo!. In addition, AT&T and Yahoo! are not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

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17. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. However, under this TOS, AT&T does not provide support for devices that access the Service under this Agreement.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SITE, SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T, YAHOO! AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. AT&T, YAHOO! AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SITE, SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE, SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE BUT WITHOUT LIMITATION, NEITHER AT&T NOR YAHOO! WARRANTS THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, AND (v) ANY ERRORS IN THE SITE, SERVICE AND/OR SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR YAHOO! OR THROUGH OR FROM THE SITE, SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR YAHOO! NOR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T OR YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SITE, SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SITE, SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SITE, SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

20. Indemnity

You agree to indemnify and hold Yahoo!, AT&T and their subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Site or Service, your use of the Site or Service, your connection to the Site or Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Site and Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T and Yahoo! from and against any and all claims stemming from usage of this account and any Sub-Account-whether or not such usage is expressly authorized by you.

21. General

a. Special Admonition for Services Related to Financial Matters. If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Site or Service concerning companies, stock quotes, investments or securities, AT&T and Yahoo! and their licensors will not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and will not be responsible or liable for any trading or investment decisions made based on such information. The Site and Service is provided for informational purposes only, and no Content included in the Site or Service is intended for trading or investing purposes.

b. Contact Information. Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (1-866-722-3425), for AT&T High Speed Internet subscribers (Business and Consumer) (1-877-722-3755), for AT&T Internet subscribers (Consumer Only) (1-800-ATT-2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (1-888-321-2375), and AT&T Internet-Business Edition(800.321.2000). LEGAL NOTICES to AT&T and Yahoo! must be given by letter delivered by first class US mail to AT&T Service, PO Box 204089, Austin, Texas 78720-4089.

c. Trademark Information/Proprietary Rights.

The YAHOO!, Yahoo! logo, and all other Yahoo! logos and product and service names are each trademarks of Yahoo! Inc. (the "Yahoo! Marks"). You may not display or use the Yahoo! Marks in any manner without Yahoo's prior written permission. AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

d. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T, Yahoo! and you. This Agreement governs your use of the Site and/or Service, superseding any prior agreement between you and

Exhibit 7.a.i

Yahoo! or AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo!, AT&T or affiliate services, third-party content or third-party software. The failure of AT&T or Yahoo! to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T or Yahoo's rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

e. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: <http://www.att.com/aup> or e-mail us at abuse@att.net.

[1] AT&T Internet, AT&T High Speed Internet, AT&T Business Edition, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Direct, AT&T High Speed Internet Business Edition Direct, and AT&T Dial services are provided by your local AT&T telephone company which is one of the following, depending on the state where service is provided: Southwestern Bell Telephone Company (in AR, KS, MO, OK, and TX), Pacific Bell Telephone Company (in CA), Illinois Bell Telephone Company (in IL), Indiana Bell Telephone Company, Incorporated (in IN), Michigan Bell Telephone Company (in MI), Nevada Bell Telephone company (in NV), The Ohio Bell Telephone Company (in OH), Wisconsin Bell, Inc. (in WI), or BellSouth Telecommunications, LLC (in AL, GA, FL, KY, LA, MS, NC, SC, and TN). FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, and BellSouth® Dial Internet Service are provided by BellSouth Telecommunications. AT&T Dial provided in other states is provided by AT&T Corp. (All companies listed are referred to herein as "AT&T").

Schedule 1

Business Customers

Additional Terms and Conditions

1. Inside Wire. When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between AT&T's network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is ordered from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet Business Edition (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

2. Inside Wire-Disclaimer of Warranties. If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. **AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.**

3. Service Guides. If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL (Fast Access® Business DSL)
- http://serviceguidenew.att.com/sg_flashPlayerPage/HSI (AT&T High Speed Internet Business Edition)

4. Reimbursement for Time, Materials and Expenses (Business Customers Only). If Customer cancels an order for or terminates any Service or Service Component (other than as permitted by default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials and expenses incurred prior to the effective date of such cancellation or termination, plus any third party charges resulting from the cancellation or termination.

5. Arbitration Agreement:

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You ALone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

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Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Toood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jtrpr.gobierno.pr.

Exhibit 7.a.ii

AT&T Internet Terms of Service

Print

Last Updated: March 22, 2017

These Terms of Service ("Agreement") along with the AT&T Acceptable Use Policy, the AT&T Privacy Policy, the att.net Terms of Use if you use the att.net portal and/or email ("Site") and the other documents incorporated by reference herein, set forth your obligations, AT&T's obligations, and the rules you must follow when using AT&T Internet (f/k/a AT&T U-verse High Speed Internet), AT&T Internet for Business (f/k/a AT&T U-verse High Speed Internet Business Edition), AT&T High Speed Internet, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct, AT&T Dial, FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, Wireless Broadband provided by BellSouth Entertainment, LLC, and/or BellSouth® Dial Internet Service (individually or collectively referred to herein as "Service(s)" or "Internet Service(s)"). "IP Broadband Service" refers to any internet service provided through Internet Protocol technology. "DSL Service" refers to any Internet Service provided through Digital Subscriber Line technology, such as FastAccess DSL, FastAccess Business DSL, and/or FastAccess Business DSL Direct, individually or collectively. "Dial Internet" refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively. "You" or "your" refers to the holder of the Member Account (as defined in Section 3 below) that is the customer of record as well as the holder of any Sub Account (as defined in Section 3 below). **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.**

PLEASE READ THIS AGREEMENT CAREFULLY. This is a binding agreement between you (the Member Account holder) and the AT&T entity that provides the Service [1]. **Your registration, payment for, or use of the Service constitutes your agreement to be bound by the charges, terms, and conditions set forth in this Agreement, including those incorporated by reference into this Agreement.**

IMPORTANT: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PARAGRAPH 13 REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PARAGRAPH 18 LIMITS AT&T'S LIABILITY. ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 1 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

1. Changes to this Agreement

From time to time, we may change this Agreement. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at <https://www.att.com/internet-terms>, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Internet Service

a. Service Description. Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to AT&T's network. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance. AT&T offers many broadband service options, each of which has a different service capability speed range. The term speed is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges AT&T offers may be found at <https://att.net/speedtiers>, which identifies the downstream and upstream rates at which your line transfers internet access data between the network interface device at your home, office or apartment building to the point you connect to AT&T's network. Our wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T Internet Basic 6 should expect service capability download speeds between 3.1Mbps and 6.0 Mbps between the network interface device at your premises and the point you connect to AT&T's network. The high-end of this range represents expected maximum speed capabilities. For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options, including different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience and for additional information regarding network practices with respect to data usage caps related to AT&T Broadband Internet access services, please visit att.com/broadbandinfo.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting the end user to Internet websites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others

Exhibit 7.a.ii

are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging and other services) that share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

c. IP Addresses AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at AT&T's sole discretion. Static IP addresses are not available with all speeds. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses. AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPV6-exclusive Internet content, some of your equipment may require upgrades or replacement. AT&T Dial service supports IPV4 only: It does not support IPV6. For more information about IPV6 and how it affects you, visit att.com/ipv6.

d. Availability. The Service is not available in all areas, and may not be available at certain speeds (or at all) at your location, even if our initial testing indicated that your line qualified for a particular speed or Service.

e. Service Changes. AT&T reserves the right to modify or discontinue the Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will give you notice. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: www.att.com/temporaryterms. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

f. Conversion from DSL service to AT&T Internet service. When AT&T is able to provision AT&T Internet Service at your location, we may, in our discretion, discontinue your DSL service and make available to you AT&T Internet at the then applicable rates, terms and conditions, which may differ from your previous DSL Service rates, terms and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable early termination fee ("ETF") if you elect to cancel DSL Service.

Your new AT&T Internet will require different customer premises equipment ("CPE"). When you are selected for conversion, we will provide at least thirty days notice of the discontinuation or suspension of your service via e-mail, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service, or temporarily suspend your service for up to fifteen days.

g. Data Usage. The data plan you purchased, which contains either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, will count towards your Internet data usage allowance. For additional information regarding your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to att.com/internet-usage. (This paragraph is not applicable to Business customers.)

h. Wi-Fi Hot Spots (For Internet). AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at att.com/legal/terms.wiFiServices.html. In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

i. Business Customers. Additional terms and conditions specifically applicable to Business customers are set forth in Schedule 1 hereto.

3. Registration and Membership

When you complete the registration process for the Service, you become the "Member Account" holder. You must be 18 years or older to be a Member Account holder. You will be asked to choose a unique "Member ID" for your account. Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the **AT&T Access ID Terms and Conditions** (available at www.att.com/accessidterms), which are incorporated herein by reference.

All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by going to <https://start.att.net/membercenter>.

4. Pricing

a. Term Plans, Bundle Discounts. When you purchased the Service, you agreed to specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account's (or any associated Sub Account's) use of the Service.

b. Dial-up Access Options and Toll Charges. AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the telecommunication company's or at AT&T's discretion.

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5. Termination or Cancellation of Service

a. Your Decision to Terminate or Continue Service. You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to the early termination fee associated with that plan as specified in your Customer Service Summary or Order Confirmation Letter. At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at att.com/internet-terms. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement. When you cancel your Service, your account ID email address will remain active, as will all email subaccounts you have created. The email accounts may be accessed from the att.net Web site.

b. Service Suspension/Termination by AT&T. AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property; frequent use of profane or vulgar language; or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment, we may charge you an early termination fee in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a restoral of service fee may apply. This fee is in addition to all past due charges and other fees.

c. Suspension and Termination for Non-payment. AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges. If AT&T suspends your service for non-payment, you must pay all past due amounts in order to have service restored, and you may also, at AT&T's sole discretion, be required to pay a service restoral fee.

d. Termination of Local Wireline Voice Service. If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL service or continue to provide it at the then-current rates, terms and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL service after termination of the wireline voice service. If AT&T elects to terminate your DSL service, we reserve the right to charge any applicable early termination fees.

e. Termination of Dial Service. Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan or are suspended by AT&T prior to month end, you will be charged for the entire month of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

6. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, Service restoration fees, and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

a. Credit Check / Advance Payments & Deposits. Service customers give us permission to obtain their credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

b. Billing. If you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).

c. Method of Payment. Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following two numbers (as applicable to you): Consumer 1-800-ATT-2020; Business: 1-800-321-2000.

d. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

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e. Online Billing for AT&T Internet Members. You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

f. Late Payment Charge and Dishonored Check or Other Instrument Fee. You agree that for each bill not paid in full by the payment due date, a late payment charge will be assessed, and if your Service is suspended for non-payment, we may charge you a Restoral Fee to resume Service. You will be charged a fee for any check or other instrument (including credit card charge backs) returned unpaid for any reason. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

g. Bill Inquiries and Refunds. If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 1-800-288-2020; Business 1-800-321-2000). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by the customer.

h. Refunds. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

7. Equipment & Software

Other than the equipment and/or software provided to you by AT&T for use with the Service, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment. Any AT&T-provided modem, router or gateway will be either a new or a fully inspected and tested refurbished unit. Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment the data or settings.

AT&T will repair or replace damaged equipment as AT&T deems necessary. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services

a. Additional Equipment Information for AT&T Internet Customers. AT&T will make available to you certain equipment (which may include a modem/gateway located inside your premises, or Optical Network Terminal ("ONT") which is a box that may be located inside your premises, on the outside of your premises, a central location in a multi-tenant building, or in your garage, where AT&T's fiber network terminates or an Intelligent Network Interface Device ("INID") (which provide your services if you do not have a gateway), all of which is herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one (1) year warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fee/Purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The AT&T Equipment requires electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. For Consumer Dial customers only, if there is an ONT located on the outside of your premises and you are the first customer at the premises to order AT&T services, AT&T will install an initial ONT power supply unit and provide an initial backup battery for the ONT power supply box. For all other Consumer customers and all Business customers, if there is an ONT anywhere on your premises, a battery backup will not be provided by AT&T. Any backup battery solution other than that stated herein is your responsibility. You may choose to purchase battery backup for your Equipment from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup.

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit att.com/batterybackup.

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer supplied power. This will disrupt your Internet Service (excluding Dial Internet and DSL Service) as well as any additional services that use the AT&T connection for transport (e.g. Voice over IP including e911). AT&T will have no liability for loss of any Service(s) in the event of interruption of customer supplied power, with or without battery backup present in the AT&T equipment.

Tampering with the AT&T Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network).

You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the Internet Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

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Return of equipment: if your Service is provided by an iNID, you must return the TV receivers. You should not return the iNID home networking hub, (Model# j38HG) or the ONT. All other unowned AT&T equipment must be returned to AT&T undamaged, within twenty one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

- 1.866.722.3425 for AT&T Dial subscribers,
- 1.877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer),
- 1.800.ATT.2020 for AT&T Internet consumer subscribers,
- 1.800.321.2000 for AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct,
- 1.888.321.2375 for FastAccess Business DSL and FastAccess Business DSL Direct subscribers, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer).

(b) ensure that you exit from your account at the end of each session; and (c) periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

9. Third Party Services

The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In AT&T's sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.

10. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at <https://www.att.com/aup> and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of AT&T's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wire, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)-(d), please provide the information listed at <https://www.att.com/legal/terms.dmca.html> to the designated agent listed at <https://www.att.com/legal/terms.dmca.html>. AT&T has no obligation to investigate possible

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copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html>.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber's account holder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process — AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

c. Use by Children. AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management: Content

a. Data Management. You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

b. Content. You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service.

c. DNS Language Assist. If you enter an incomplete or inaccurate web address, instead of providing only an error message, AT&T will automatically search for similar or related terms and present you with suggested sites you may want to reach. AT&T and our partners do not retain this information, nor do we retain information for any other purpose. If you prefer to opt out of this service, you may do so by visiting <https://www.att.com/cmpchoice> from your desktop or from your mobile web browser.

12. Privacy Policies

Your use of the Service and registration data and certain other information about you, are subject to the respective privacy policies of AT&T. This policy is available at: att.com/privacy.

13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 1.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-288-2020. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

1. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

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- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. **You may download or copy a form Notice and a form to initiate arbitration from here: att.com/arbitration-forms.**
3. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
 - pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

5. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

14. Software - End User License Agreement

If you have connected to the Service by downloading or installing the AT&T Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

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AT&T, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

16. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

19. Indemnity

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

20. General

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a. Contact Information. Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (1-866-722-3425), for AT&T High Speed Internet subscribers (Business and Consumer) (1-877-722-3755), for AT&T Internet subscribers (Consumer Only) (1-800-ATT-2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (1-888-321-2375), and AT&T Internet for Business (800.321.2000).

b. Trademark Information/Proprietary Rights.

AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

c. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third-party content or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

d. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: <https://www.att.com/aup> or e-mail us at abuse@att.net.

e. Consent to Contact. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T and to any and all telephone numbers billed on your account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

[1] AT&T Internet, AT&T High Speed Internet, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Direct, AT&T High Speed Internet Business Edition Direct, and AT&T Dial services are provided by your local AT&T telephone company which is one of the following, depending on the state where service is provided: Southwestern Bell Telephone Company (in AR, KS, MO, OK, and TX), Pacific Bell Telephone Company (in CA), Illinois Bell Telephone Company (in IL), Indiana Bell Telephone Company, Incorporated (in IN), Michigan Bell Telephone Company (in MI), Nevada Bell Telephone company (in NV), The Ohio Bell Telephone Company (in OH), Wisconsin Bell, Inc. (in WI), or BellSouth Telecommunications, LLC (in AL, GA, FL, KY, LA, MS, NC, SC, and TN). FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, and BellSouth® Dial Internet Service are provided by BellSouth Telecommunications. AT&T Dial provided in other states is provided by AT&T Corp. (All companies listed in this Note 1 are referred to herein as "AT&T" or "we," "us," or "our").

Schedule 1

Business Customers

Additional Terms and Conditions Applicable only to Business Customers

1. Inside Wire. When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between AT&T's network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is ordered from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

2. Inside Wire-Disclaimer of Warranties. If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. **AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.**

3. Service Guides. If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL (Fast Access® Business DSL)
- http://serviceguidenew.att.com/sg_flashPlayerPage/HSI (AT&T High Speed Internet Business Edition)

4. Reimbursement for Time, Materials and Expenses. If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials and expenses incurred prior to the effective date of such cancellation or termination, plus any third party charges resulting from the cancellation or termination.

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5. Arbitration Agreement:

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You ALone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtpr.gobierno.pr.

Schedule 2 – Consumer Fee Schedule

In addition to any amounts due for your Services and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location. If you have any questions, please call 800.288.2020.

Monthly Fees				
Fee	Dial-up Service	DSL Service	IP Broadband Service	When You Pay
Equipment Fee	N/A	N/A	\$2, \$4, \$7 or \$10 Varies by plan purchased and date of purchase	Monthly depending upon the plan purchased.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Varies by state	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).
Transactional Fees				
	Dial-up Service	DSL Service	IP Broadband Service	When You Pay
Activation Fee	N/A	\$49 (waived if technician install)	\$49 (waived if technician install)	Fee when you activate service.
Bill Reprint Fee	Up to \$5 per bill	Up to \$5 per bill	\$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	\$180 (pro-rated by number of months completed)	\$180 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping Handling Fee	N/A	\$12.95	N/A	If we ship equipment to you.
Expedited Shipping Fee	N/A	\$22.95	N/A	If you request expedited delivery of equipment.
Installation Fee	N/A	\$99 customer install fee if customer needs assistance \$149 technician install	\$99 customer install fee if customer needs assistance \$99 technician install	If you have new service installed.

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Late Payment Fee	Up to \$6.50	Up to \$6.50	\$9	If you dont pay your bill by the due date.
Non-Return Equipment Fee	N/A	N/A	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	Up to \$30	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$30	\$30	\$49	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	N/A	\$99 (\$149 for Dispatch on Demand)	\$99 (\$149 for Dispatch on Demand)	If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

Schedule3 – Business Fee Schedule

In addition to any amounts due for your Services and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location. If you have any questions, please call 800.321.2000.

Monthly Fees

Fee	AT&T Internet Business Edition	AT&T Business Fiber		When You Pay
Equipment Fee	\$0	\$0		Customers activating after 1/1/17 are not charged a unique equipment fee.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees

Fee	AT&T Internet Business Edition	AT&T Business Fiber		When You Pay
Activation Fee	\$0	\$0		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.
Early Termination Fee	NA	NA		Current offers do not have a minimum term agreement
Shipping Handling Fee	NA	NA	Tech Install Only	If we ship equipment to you.
Expedited Shipping Fee	NA	NA	Tech Install Only	If you request expedited delivery of equipment.
Installation Fee	\$99	\$99		When you have new service installed.
Late Payment Fee	\$9	\$9		If you dont pay your bill by the due date this flat fee will be added to the account.
Non-Return Equipment Fee	\$150	\$150		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by State	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$49	\$49		When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$149	\$149		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

Monthly Fees

Fee	AT&T HSI Business Edition	AT&T HSI Business Edition Direct		When You Pay
Equipment Fee	NA	NA		No reoccurring charge
Modem	\$62.05	\$62.05		One time purchase
Router	\$87.05	\$87.05		One time purchase
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees

Fee	AT&T HSI Business Edition	AT&T HSI Business Edition Direct		When You Pay
Activation Fee	\$0	\$0		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.

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Early Termination Fee	Varies	Varies	The ETF is calculated at \$20 x the number of months remaining in the term.	If you do not complete your agreed upon term.
Shipping Handling Fee	\$12.95 HSI	\$12.95 HSI	Self Install Option only	If we ship equipment to you.
Expedited Shipping Fee	\$22.95	\$22.95		If you request expedited (overnight weekday) delivery of equipment
Installation Fee	\$0 CSI \$200 FTI	\$0 CSI \$200 FTI	Customer Self Install or Full Tech Install	When you have new service installed.
Late Payment Fee	Varies	Varies		If payment is late, customer will be charged the amount allowed by the state where the service is located.
Non-Return Equipment Fee	NA	NA		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by state	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$4	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	Varies	Varies	Up to \$49 per account	When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$150	\$150		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$150 applies.

Monthly Fees

Fee	AT&T FastAccess® Business DSL	AT&T FastAccess® Business DSL Direct Service		When You Pay
Equipment Fee	NA	NA		No reoccurring charge
Modem	\$75	\$75		One time purchase
Router	\$100	\$100		One time purchase
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees

Fee	AT&T FastAccess® Business DSL	AT&T FastAccess® Business DSL Direct Service		When You Pay
Activation Fee	\$75	\$75		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.
Early Termination Fee	Varies	Varies	The ETF is calculated at \$20 x the number of months remaining in the term.	If you do not complete your agreed upon term.
Shipping Handling Fee	\$14.95	\$14.95	Self Install Option only	If we ship equipment to you.
Expedited Shipping Fee	\$19.95	\$19.95		If you request expedited (overnight weekday) delivery of equipment
Installation Fee	\$0 CSI \$200 FTI	\$0 CSI \$200 FTI	Customer Self Install or Full Tech Install	When you have new service installed.
Late Payment Fee	Varies	Varies		If payment is late, customer will be charged the amount allowed by the state where the service is located.
Non-Return Equipment Fee	NA	NA		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by state	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$4	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	Varies	Varies	Up to \$49 per account	When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$199.95	\$199.95		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$199.95 applies.

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Exhibit 7.a.iii

AT&T Fixed Wireless Internet Terms

Print

Last updated: May 1, 2017

Thank you for choosing AT&T. In this Agreement (the "Agreement"), you will find the terms of service ("TOS") that cover your Fixed Wireless Internet Service. "Service" refers to Fixed Wireless Internet Service. "AT&T" or "we," "us," or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the account holder (person or entity) that is the customer of record.

Your contract with us includes this Agreement (including Schedule 1 hereto, which is incorporated into this Agreement by reference), as well as the following materials:

- Your Customer Service Summary (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at att.com/privacy;
- AT&T Acceptable Use Policy found at att.com/aup;
- AT&T Access ID Terms and Conditions; and
- Any other documents incorporated by reference herein.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

You will have an account with AT&T ("AT&T Account") for the Service. Your AT&T Account will include information applicable to the Service including but not limited to billing information and charges related to the Service (whether recurring or one-time). If you have, or later obtain, an AT&T Access ID, you are subject to the AT&T Access ID Terms and Conditions (available at <https://www.att.com/accessidterms>), which are incorporated herein by reference.

1. AT&T Fixed Wireless Internet

a. Fixed Wireless Internet Service Description. This Service is a wireless high-speed broadband product that provides access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to the AT&T network.

Because the Internet consists of multiple interconnected networks and most Internet end points (for example, Web sites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect your Service. These impacts on your service performance are described in more detail in the AT&T Open Internet Notice at att.com/broadbandinfo. AT&T therefore makes no promise, express or implied, that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will be conducted by AT&T and should not require any customer intervention.

b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance. AT&T offers many broadband service options, each of which has a different service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband Internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits, or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some applications, like downloads of short emails without attachments or basic Web browsing, do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your Service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges AT&T offers may be found at att.com/speedtiers, which identifies the downstream and upstream rates at which your line transfers Internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Fixed Wireless Internet access customers should expect to see service capability speeds of 10Mbps or over downstream and 1Mbps upstream. For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your Internet experience, and network practices with respect to data usage allowances related to AT&T Broadband Internet access services, please visit att.com/broadbandinfo.

Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, your location and a point on the AT&T network, which constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with the radio access network frequency; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services that share the capacity of your broadband connection with the Fixed Wireless Internet Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your Service on an end-to-end basis.

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c. IP Addresses. AT&T's Fixed Wireless Internet Service is provided with a dynamic IP address or a privately managed IP address utilizing CGN (Carrier Gateway NAT and proxy) technology, at the sole discretion of AT&T. Fixed Wireless Internet Service will support both IPv6 and IPv4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. **Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See Section 7, below, for more information on service limitations.**

d. Internet Data Usage. The Internet data plan you purchased, which contains a monthly data usage allowance with overage charges for usage in excess of your allowance, is set forth in the Customer Service Summary. Use of certain services, including, but not limited to, DIRECTV, AT&T Digital Life, digital Internet-connected home security, home automation and medical alarm systems, connected to your Fixed Wireless Internet Service, will count towards your Internet data usage allowance. For additional information regarding your Fixed Wireless Internet Service, including how much data you use, and management of your data usage, please visit att.com/internet-usage.

e. Wi-Fi Hot Spots. AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T high-speed Internet access points ("Locations"). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for email and Web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at att.com/legal/terms.wiFiServices.html, and is incorporated by reference herein. Use of AT&T's Wi-Fi service represents your agreement to those Terms. In order to gain access to the Internet at a Location, you may need your Access ID information. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

f. Installation/Service. You will be responsible for payment of Service charges for visits by AT&T or its subcontractors to your premises when a Service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and the Equipment (as defined in Section 6(a) below); and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service and the Equipment. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and the Equipment and to make any alterations that AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring and give AT&T permission to use, alter, and remove equipment from such wiring. Without limiting any other provisions of this Agreement, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, or repair of the Service or the Equipment, or provision of the Service.

g. Service Requirements. To qualify for the Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

h. Changing Service Location. You may not use the Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which such Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If such Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee as described below. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

2. Pricing

a. Term Plans, Bundle Discounts. When you ordered the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan and/or the Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount or a Multi-Product Discount, the price under the applicable plan is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; or (3) you drop one of the AT&T services that you were required to purchase in order to receive the special rate.

3. Termination or Cancellation of Service

a. Your Decision to Terminate or Continue Service. You may cancel your Service; but if you do so before the end of any applicable term, you will be subject to the Early Termination Fee associated with your Service plan, as specified in your Customer Service Summary. At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then-current Agreement regularly at www.att.com/fixedwirelessterms. The then-current Agreement will govern your Service. Your election to continue the Service represents your agreement to the then-current Agreement.

b. Service Suspension/Termination by AT&T.

We may immediately interrupt, suspend, limit, or cancel your Service or terminate your Agreement without advance notice in response to a valid court order or for any good cause, including, but not limited to, the following actions by you or any user of your Service:

- Breaching this Agreement;
- Reselling your Service either alone or as part of any other good or service;
- Using your Service for any illegal or fraudulent purpose;
- Threatening, harassing, or using vulgar and/or inappropriate language toward our representatives, whether committed in person, over the phone, or in writing;
- Stealing from or lying to us;
- Failing to make any required payments, including advanced payments or deposits, when due;
- Exceeding any credit limit we have set for you (or significant deterioration of your credit and/or our reasonable belief that there is a significant risk of non-payment);
- Relocating to an area where we do not provide Service;

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- Providing false, inaccurate, or misleading credit information;
- Engaging or attempting to engage in Prohibited Network Uses as defined in Section 8, below; or
- Engaging or attempting to engage in any other conduct that we reasonably believe violates this Agreement or AT&T's Acceptable Use Policy.

If we cancel your Service for misconduct or violations of this Agreement and you have a Term Plan, we may charge you an Early Termination Fee in addition to any other rights that we reserve in other provisions of this Agreement to interrupt, suspend, modify, or cancel your Service and terminate your Agreement. If we terminate, cancel, or suspend your Service, your license to use any software provided in connection with the Service is also terminated, canceled, or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a Service-restoration fee may apply. This fee is in addition to all past due charges and other fees.

4. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account email address or any other email address you provide, posting online at www.att.com/fixedwireless/terms, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number (if applicable) or can-be-reached telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. Your continued subscription to the Service after the effective date of any change constitutes your acceptance of the changes and the associated terms and conditions.

IF WE INCREASE THE PRICE OF YOUR SERVICE COVERED BY THIS AGREEMENT, BEYOND THE LIMITS SET FORTH IN YOUR CUSTOMER SERVICE SUMMARY, IF ANY, WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL OR OTHERWISE), AND YOU WILL BE PERMITTED TO TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE, PROVIDED THAT YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE.

5. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) activation fees, connection charges, and/or installation charges, if any; (3) late payment fees, Service-restoration fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a detailed list of all the charges you may incur with this Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule, which are incorporated into this Agreement by reference.

a. Credit Check / Advance Payments & Deposits. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or, (4) late payments for current or prior bills, we may refuse to provide the Service or we may require an advance payment, a non-refundable payment, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the credit limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the credit limit. Any charges you incur in excess of your credit limit become immediately due. Upon determination, solely by AT&T, of satisfactory payment history or as required by law, AT&T may begin refunding deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

b. Billing. Billing will begin when Service is installed and made available to you by AT&T, whether or not you use the Service.

c. Method of Payment. Your monthly charges will be billed via a monthly AT&T bill. Residential customers will automatically receive an online bill (see below) at the email address you provide us, unless you specifically notify us that you want to receive a paper bill by calling the following number: 855.483.3063.

d. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Service or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon the request of AT&T and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of AT&T, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer.

e. Online Billing. You must register online to establish a personal myAT&T Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T Account (username and password required). Not applicable for business customers.

You understand that you have sole responsibility for the security of your password related to your account and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

f. Late Payment & Failure to Pay. If AT&T does not receive your monthly payment before the next billing date, you shall pay to AT&T a late payment charge and/or an interest charge allowed by applicable law, on all charges due and unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 60 days after you received your bill, or you will waive any objection. **AT&T may suspend or terminate your Service if your monthly payment is past due. If AT&T suspends your Service for non-payment, you must pay all past due amounts in order to have your Service restored, and you may also, at the sole discretion of AT&T, be required to pay a Service-restoral fee.**

g. Returned Checks and other Instruments. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you a fee (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

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h. Bill Inquiries and Refunds. If you believe you have been billed in error for your Service or any Equipment, please notify us within 60 days of the billing date by contacting Customer Service at 800.288.2020. AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes, fees, and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by you.

i. Refunds. Any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

j. Consent to Contact. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T and to any and all telephone numbers billed on your account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

6. Equipment

a. Service-Related Equipment. Equipment (as defined below) provided by AT&T may be new or fully inspected and tested. Any equipment that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support, or be responsible for ongoing maintenance of such equipment. Depending on your Service address, your Service will include some or all of the following Equipment:

- i. **Outdoor Antenna.** The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- ii. **Antenna Power Supply ("APS").** The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- iii. **Wi-Fi Gateway ("WG").** The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.
- iv. **Equipment.** The Wi-Fi Gateway, Outdoor Antenna, and Antenna Power Supply are hereby collectively referred to as "Equipment". Equipment requires electrical power from your premises to operate, which you are responsible for providing.

You agree that, while you continue to receive the Service, neither you nor a third party will move the Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the Equipment is moved or altered by a non-AT&T employee. If you require the Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

b. Battery Backup for WG and APS. It is your responsibility to provide for your own battery backup. You may choose to purchase battery backup for your Wi-Fi Gateway and your Antenna Power Supply from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup; also see Schedule 1, Section IV, for more information on Power Outages and No Battery Backup.

AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including the battery backup equipment used by AT&T customers. For more information and minimum specifications visit att.com/batterybackup or contact Customer Service at 800.288.2020.

c. Management of Equipment. AT&T reserves the right to manage the Equipment once it has been installed by AT&T, for as long as you continue to receive the Service, and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings while you continue to receive the Service. AT&T will repair or replace damaged Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the Equipment. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

You agree to notify AT&T immediately, in writing or by calling the AT&T Customer CARE at 800.288.2020 if the Equipment is stolen or if you become aware at any time that Service are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the Equipment or Service (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen Equipment not owned by you; however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Service and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Service, you will remain responsible for paying your monthly fees for Service not stolen or fraudulently used.

d. Ownership and Return of Wi-Fi Gateway. AT&T is the owner of the Wi-Fi Gateway. Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Wi-Fi Gateway within this time period. If the Wi-Fi Gateway is returned within 90 days of termination, any fees charged for the Wi-Fi Gateway will be refunded (other than fees for damage). No refunds will be made for a Wi-Fi Gateway returned more than 90 days after termination. This provision applies to replacement or upgrade of your existing Wi-Fi Gateway for any reason, in addition to termination of your Service.

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e. Ownership of Outdoor Antenna and APS. You are the owner of, and do not need to return to AT&T, the Outdoor Antenna and APS. Upon termination of your Service for any reason, you will be responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

7. Service Availability and Limitations

Service will not be available in all areas at all times. Subject to the additional provisions and limitations included in the Schedule 1, please be aware that many things can affect the availability and quality of your Service, including, but not limited to, network capacity, terrain, buildings, foliage, and weather. The Service is delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of subscribers. The Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through the Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

The Service is also subject to the following service limitations:

- Proximity of antennas;
- Cell tower outage or site outage;
- Maintenance work at a cell tower;
- Use of capacity due to high number of users simultaneously using data intensive applications;
- Damage to the Outdoor Antenna or cables;
- Rotation of Outdoor Antenna from the optimum bearing;
- Device location outside the range of Wi-Fi Gateway;
- Blockage of the signal between premise antenna and the cell tower (caused by artificial objects – building, barn, etc.);
- Improper installation or tampering with Outdoor Antenna; and
- Power outage.

8. Prohibited Network Uses

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). We may take any and all reasonable actions necessary to restrict Prohibited Network Uses. AT&T Services may not be used in a manner that:

- Hinders other customers' access to the wireless network;
- Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- Adversely impacts network service levels or legitimate data flows;
- Degrades network performance; or
- Causes harm to the network or other customers.

9. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at att.com/legal/terms.aup.html and is hereby incorporated into this Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Services provided by AT&T to any customer whose use of the Service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the AT&T network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, and, (viii) uses that constitute a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, but not limited to, VoIP via wired, wireless, or other means). For example, you agree that the Service is not to be used to trunk or facilitate public Internet access (i.e., for hotspots) or any other public use, or for any high-volume purpose.

b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

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AT&T respects the intellectual property rights of others. AT&T has adopted and maintains a policy that provides for the termination in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

AT&T will process valid notifications of claimed infringement under the Digital Millennium Copyright Act ("DMCA", found at 17 U.S.C. § 512). For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html> AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
E-mail: copyright@att.com

c. Use by Children. We do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from the child's parent or legal guardian. Internet services purchased for family use may be used by children without our knowledge. We associate information collected through your Service with you, as the adult customer who subscribes to the Service, and we handle that information in accordance with AT&T's Privacy Policy available at <https://att.com/privacy>. To the extent there are children who use your Internet Service, we encourage you to spend time online with those children, and to participate in and monitor their online activity.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, and to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter, and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

10. Data Management & Content

a. Data Management. You are responsible for management of your information, including, but not limited to, back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

b. Content. You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available via the Service ("Content"). AT&T does not generally prescreen or control Content that is posted by users of the Service and, therefore, does not guarantee the accuracy, integrity, or quality of such Content. We do not endorse any Content or any opinion, recommendation, or advice expressed therein. Mobile data charges may apply for any content forwarded from the Service that is subsequently accessed on a mobile device.

AT&T may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

11. Privacy Policies

Your use of the Service and registration data and certain other information about you are subject to the AT&T privacy policy, available at <https://att.com/privacy>.

12. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800.288.2020. **In the unlikely event that the AT&T customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

- a. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
 - Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising)
 - Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class
 - Claims that may arise after the termination of this Agreement

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service or Site under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

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- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

You may download or copy a form Notice and a form to initiate arbitration from here: att.com/arbitration-forms.

- c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the last written settlement offer made by AT&T before an arbitrator was selected, then AT&T will:
- Pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - Pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Service, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

13. Operational Limits/Force Majeure

Provision of the Service is subject to the availability and the operational limitations of the requisite Equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

14. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth herein), AT&T does not provide support for devices that access the Service under this Agreement.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. EXCEPT AS PROVIDED HEREIN, AT&T MAKES NO WARRANTY REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.
2. AT&T, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE, BUT

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WITHOUT LIMITATION, AT&T DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATION, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

16. LIMITATION OF LIABILITY

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, AND/OR THE RECEIVING EQUIPMENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR THE RECEIVING EQUIPMENT; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE; (f) ANY OTHER MATTER RELATING TO THE SERVICE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 (REGARDING DAMAGE TO AND THE SAFETY OF THE EQUIPMENT) AND 15 (DISCLAIMER OF WARRANTIES) AND THIS SECTION 16 MAY NOT APPLY TO YOU.

17. Indemnity

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, directors, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service or inability to use the Service, your connection to the Service, the provision or alleged failure to provide the Service, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

This Indemnity provision is in addition to the indemnification provided for by Section 6 (Equipment).

18. General

a. Trademark Information/Proprietary Rights.

AT&T and the AT&T logos and all other AT&T brands, logos, and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

b. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T, or affiliate services, third-party content, or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T's rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Service without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

c. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, will survive the termination, cancellation, or expiration of the Agreement, including, but not limited to, those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: att.com/legal/terms.aup.html or email us at abuse@att.net.

SCHEDULE 1 – Consumer Fee Schedule

In addition to any amounts due for your Service and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

Monthly Fees		
Fee	Consumer Fixed Wireless Internet	When You Pay
Equipment Fee	N/A	Equipment fees are built in to your monthly service fee
State Cost Recovery Fee	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months).

Exhibit 7.a.iii

Transactional Fees		
Fee	Consumer Fixed Wireless Internet	When You Pay
Bill Reprint Fee	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	\$120 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	If we ship equipment to you.
Installation Fee	\$99 customer install fee	If you have new Internet service installed.
Late Payment Fee	\$5	If you don't pay your bill by the due date.
Non-Return Equipment Fee	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$99	If we have to dispatch a truck to repair your service because troubleshooting does not rectify the problem.

SCHEDULE 2 – Business Wired Fees		
In addition to any amounts due for your Service and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.		

Monthly Fees		
Fee	Business Fixed Wireless Internet	When You Pay
Equipment Fee	N/A	Equipment fees are built in to your monthly service fee
State Cost Recovery Fee	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months).

Transactional Fees		
Fee	Business Fixed Wireless Internet	When You Pay
Bill Reprint Fee	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	If we ship equipment to you.
Installation Fee	\$99 customer install fee	If you have new Internet service installed.
Late Payment Fee	\$5	If you don't pay your bill by the due date.
Non-Return Equipment Fee	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$99	If we have to dispatch a truck to repair your service because troubleshooting does not rectify the problem.

ATT170670938 (FW 04/17)

Broadband Information

Information About the Network Practices,
Performance Characteristics & Commercial
Terms of AT&T's Mass Market
Broadband Internet Access Services

[En Español](#)

At AT&T, we want our customers to have information to more fully understand and enjoy the services we offer. To help keep customers informed about our mass market broadband Internet access services, the AT&T website (www.att.com) describes the mass market wireless and wired broadband Internet access services we offer. In this document, we provide information about the network practices, performance characteristics, and commercial terms applicable to our mass market wired, mobile and Wi-Fi broadband Internet access services, consistent with the Federal Communications Commission's Open Internet Rules. This information should help customers make informed choices about how to use those services, and will assist providers of Internet applications, content and services in developing, marketing and maintaining their Internet offerings. We encourage mass market customers and other users of our network to familiarize themselves with this information, and to provide AT&T with feedback about our mass market broadband Internet access services so that we can continue to provide an excellent experience.

Nothing in this document changes your rights and obligations, or ours, under our terms of service associated with the applicable products, Acceptable Use Policy ("AUP") or Privacy Policy. This document and the information contained in it are provided for informational purposes only and may be changed at any time, without notice.

Network Practices

How does AT&T manage congestion with respect to its mass market broadband Internet access services?

AT&T strives to provide a high-quality Internet experience for all of our customers. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with those networks (and the networks with which those networks are connected) on mutually agreeable terms. The links AT&T and other networks use to exchange such traffic may become congested at times. Consistent with its agreements with those other networks and its long-standing practice, AT&T may establish or expand the connections between its network and other networks, but only on mutually agreeable terms. If AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect customers' ability to upload or download data to Internet endpoints connected to those networks. AT&T does not guarantee that it will establish or expand the connections between its network and other networks, or that subscribers will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

In addition, like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide broadband services are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise. Nonetheless, temporary congestion may occur when a large number of customers in a concentrated area access the network at the same time or when some customers consume a very large amount of network capacity during busy periods, such as at stadium events, during peak usage times, or during planned network maintenance.

AT&T invests billions of dollars annually to address potential congestion in its broadband networks. As is common in the industry, we use network management practices and other tools to manage network resources for the benefit of all of our mobile broadband customers, especially during periods when network demand exceeds available network resources (also known as "congestion"). As you would expect, our network management practices and our service offerings have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks.

One network management practice we use to manage our network resources may affect certain smartphone customers with Unlimited Data Plans. Specifically, if a customer on a smartphone with an Unlimited Data Plan exceeds 22GB of data usage in a billing period, he or she may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As always, even when subject to network management practices, Unlimited Data Plan smartphone customers have the comfort of knowing that, no matter how much data they use in a billing cycle, they will never be subject to overage charges and will pay a single monthly flat rate. That is the essential promise of an Unlimited Data Plan. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. However, an affected unlimited data plan customer will experience reduced speeds and increased latency only if he or she has already exceeded his or her 22GB data usage threshold in a billing period and uses data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speeds and latency are not affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected unlimited data plan customer may also vary significantly, but such impact will last only as long as the site is congested.

We will notify Unlimited Data Plan customers during each billing cycle when their usage reaches 75% of the 22GB threshold (i.e., 16.5GB) so they can adjust their usage to avoid network management practices that may result in slower data speeds. For more information about this process, please see below and click [here](#).

With the ever increasing growth in smart phone and tablet usage on our networks, and the growing prevalence of video downloads, AT&T has deployed a reasonable network management video optimization technique in our mobile data network. That technique delivers recorded video to the user's device in a "just in time" fashion ("Buffer Tuning"). Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video downloads, regardless of the source (including AT&T branded or 3rd party content), and does not affect real-time streaming video. Without Buffer Tuning, video content may be completely delivered to the device and charged against the user's data plan regardless of whether it is viewed. With Buffer Tuning, a sufficient amount of video is delivered to the device so that the user can start viewing the video, and the remainder of the video is delivered just in time to the device as needed for uninterrupted viewing. This optimizes the user's data plan consumption. Additionally, this frees up network resources for all users. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience.

Does AT&T limit data usage? Does AT&T provide any tools to help customers monitor and control their data usage?

We have developed data plans for our wired and mobile broadband Internet access services so that our customers can choose from a variety of rate plans that best reflect their own usage levels. AT&T provides usage calculators and other tools for our wired and mobile broadband Internet access services to assist customers in estimating their anticipated usage levels. For more information, please click here ([wired](#)) and here ([mobile](#)). In addition, we send notices to our customers when they are approaching the applicable usage thresholds for our tiered wired and mobile services.

Our Mobile Share Advantage Plans provide customers allotments of high speed data that they may share among different devices. Once customers exceed their allotments of high speed data -- which includes the plan data, any available Rollover Data (click [here](#) for Rollover Data information) or other data allotments customers may have -- during a billing period, they may continue to consume data at no extra charge, but at significantly lower speeds when connected to the cellular network. Specifically, after a customer uses all available data allotments in a billing cycle, the customer's service over the cellular network will transmit data at a maximum of 128kbps for the remainder of the billing cycle unless the customer upgrades to a rate plan with a higher allotment of high speed data access before the end of the billing cycle. Once a customer's speeds are limited, the customer's connection over the cellular network should still allow viewing a web page or checking email. Bandwidth-intensive activities, including audio and video streaming, picture and video messaging, select apps and services, as well as other usage (including sponsored data) will be impacted and may not be fully functional. But, when the next billing cycle begins, the customer will once again have high speed data access. We will notify Mobile Share Advantage Plan customers during each billing cycle when their data usage reaches 75%, 90% and 100% of their monthly high speed data allotment so that they are aware of their amount of data usage and can make adjustments to avoid slower speeds. When connected to a Wi-Fi network, the customer's speed will not be impacted.

We also have a sponsored data program that enables third parties to pay for the data usage for specific content on behalf of eligible AT&T wireless customers. With AT&T Sponsored Data, eligible customers can sample, browse, stream and enjoy applications, content and services provided by data sponsors without using up their monthly data allotments. Sponsored data thus effectively extends a customer's data usage allotment, and enables providers of online content, applications and services to encourage users to sample their services. For information about AT&T's sponsored data program, click [here](#).

Does AT&T favor certain Internet applications by blocking, throttling or modifying particular protocols on its broadband Internet access service?

No, AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against our network or our customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. In addition, we prevent the use of certain ports on our wired and Wi-Fi broadband Internet access services to help protect our customers and network against malicious activity, as discussed below.

AT&T participates in the Copyright Alert System, which was created pursuant to an agreement amongst the Motion Picture Association of America (MPAA), the Recording Industry Association of America (RIAA), and many of the nation's leading Internet Service Providers (ISPs) and is administered by the Center for Copyright Information (CCI) -- www.copyrightinformation.org. The program was established to respond to alleged copyright infringement activities using peer-to-peer file sharing, and attempts to educate customers about the importance of protecting copyright and lawful use of content available over the Internet. Under the program, content owners may notify AT&T of alleged copyright infringement based on the IP address of a user. AT&T then will attempt to identify a subscriber account based on that IP address and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. Account holders' personally identifiable information is protected throughout this process -- AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

What practices has AT&T adopted to manage network security?

AT&T takes the security of our customers and our network very seriously. We proactively monitor network activity to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, and other harmful activity. We encourage customers to adopt their own security practices.

We use a variety of network tools to monitor network activity and health to maintain its stability and functionality, to protect the network against threats, and for other operational purposes. We store the information we gather through this monitoring for only as long as we have a business purpose to maintain it. The AT&T Privacy Policy describes how we collect, use and share this information. You can view AT&T's Privacy Policy at: www.att.com/privacy.

If we detect a security threat, we will typically attempt to isolate the threat and minimize the impact to network service. We may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threat. For example, as described in more detail below, we block certain ports that transfer malicious or disruptive traffic (such as Ports 25, 135, 139, 445, and 1900). We attempt to limit actions to the specific portions of our network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat.

AT&T may scan or analyze network addresses that are registered through AT&T, including addresses that may have been delegated to customers, and/or routes that originate from AT&T-provided networks to detect vulnerabilities that might be used to compromise AT&T or customer assets or might be used in attacks against others. In doing so, we seek to avoid disrupting network service to customers. We may use information derived from these activities to identify and address security issues or to notify customers of issues.

As noted above, AT&T blocks certain ports that transfer malicious or disruptive traffic to protect our customers and our network. Below is more information about port blocking that is currently in place. We may block additional ports in the future based upon threat assessments.

Port	Transport	Protocol	Direction	Threats
0	TCP	Reserved	Both	Reserved Port
19	UDP	Chargen	Both	Reflective DDOS
25	TCP	SMTP	Outbound	SPAM, Malware
68	UDP	BOOTP	Outbound	DHCP server spoofing
123	UDP	NTP	Both	Reflective DDOS

135	TCP	NetBios	Both	Worms, Malware, Reflective DDoS
139	TCP	NetBios	Both	Worms, Malware
445	TCP	MS-DS SMB	Both	Worms, Malware
520	UDP	RIPv1	Both	Reflective DDOS
1900	UDP	SSDP	Both	Reflective DDOS

Port 0/TCP: Port 0 is a reserved port. This port should not be used for any applications. Blocking protects our customers from potentially harmful types of network abuses.

Port 19/UDP: Port 19 Chargen is a protocol designed to generate a stream of characters for debugging and measurement. Because more recent tools have been developed for measurement and debugging purposes, blocking protects against use of this port in Reflective DDOS attacks.

Port 25/TCP: Simple Mail Transport Protocol (SMTP) is used to send email. Port 25/TCP may be blocked from customers with dynamically-assigned Internet Protocol (IP) addresses to protect systems from becoming a mail relay for SPAM. Customers can subscribe to AT&T SMTP services if they need to host an SMTP server on the Internet.

Port 68/UDP: Port 68 is used to obtain dynamic IP address information from a dynamic host configuration protocol (DHCP) server. Port 68 may be blocked to eliminate the risk of exposure to a rogue DHCP server.

Port 123/UDP: Network Time Protocol (NTP) is used to accurately synchronize computer time of day to a reference time server. Some aspects of Port 123 may be limited to minimize malicious use. Poorly-configured NTP servers can be used for Reflective DDOS attacks, and some devices provide NTP service inadvertently, which exacerbates the port's malicious use.

Port 135/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing files unintentionally, worms, and viruses.

Port 139/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing critical system files unintentionally, which could give system access to a malicious actor.

Port 445/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking mitigates a potential threat to certain operating systems. Similar to our blocking of Ports 135 and 139, blocking Port 445 protects customers from exposing files unintentionally, worms, and viruses.

Port 520/UDP: RIPv1 - UDP port 520 is used by the Routing Information Protocol (RIP) to share network routing information. RIPv1 was designed to support route information sharing on small classful (class A, B, C, D) networks and has limited usefulness in today's classless networks. Port 520 has been used by malicious actors to generate Reflective DDOS attacks.

Port 1900/UDP: Universal Plug and Play (UPnP) is a protocol standard designed to allow device discovery over a local network. Some home routers may expose this port to the Internet, which could allow attackers to defeat the security attributes of Network Address Translation (NAT) and allow attackers to use the port for Reflective DDOS attacks.

Does AT&T restrict the types of devices that customers can use with its mass market broadband Internet access services?

AT&T customers may use devices of their choice (PC, Smartphones, Tablets, Smart TV, etc.) to connect to our wired broadband Internet access service via the wiring at their home or business premises, or via Wi-Fi connected to their AT&T wired broadband Internet access service (connection options vary based on device capabilities). They also may attach 3G- or 4G-capable devices of their choice to our mobile broadband Internet access services, so long as the devices do not harm our network or other users. Consistent with AT&T's plan to sunset its 2G network, we will not activate 2G-only capable devices. Our wired and Wi-Fi networks require compatible Ethernet or Wi-Fi capable devices. AT&T generally does not support IEEE2 802.11b or earlier Wi-Fi protocols. Devices must also be used in a manner consistent with our terms of service and Acceptable Use Policy.

For our mobile services, mass market customers will need to ensure that the device they wish to attach is FCC-approved and compatible with the technology used in our mobile network.

Performance Characteristics

What factors affect the performance of my mass market broadband Internet access service?

AT&T offers many mass market broadband Internet access service options, each of which may have a different service capability speed. The term speed is commonly used as a shorthand way to describe the capacity at which a particular mass market broadband Internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications, like a short email without attachments or basic web browsing, do not require high service capability speeds to function optimally. Other activities, like transferring large data files, can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting your location to Internet websites or content providers. End-to-end performance of your service depends on a variety of factors, including: the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; the capabilities and performance of your Local Area Network (LAN); interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others are using when communicating.

AT&T offers a wide variety of services to its customers (including Voice over Internet Protocol (VoIP), Internet Protocol (IP)-video, unified messaging, Voice over LTE (VoLTE), enterprise networking services, and other services), which share AT&T's network infrastructure and may affect the availability of network resources for broadband Internet access services. Your use of these services may affect the performance of your mass market broadband Internet access service. In addition, although AT&T engineers its network to accommodate all users and user types based on a variety of factors, including average and anticipated peak usage of the network, many factors

cannot be anticipated or are outside of AT&T's control. These factors can impact the availability of network resources for mass market broadband Internet access services at any particular time. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

Other factors that are relevant to specific services include, but are not limited to, the following:

Wired Services. Service performance may be affected by the wiring inside your premises, the distance between your premises and an AT&T central office, the capabilities of your computer, and the applications you use. In addition, to provide our U-verse customers with a consistently high-quality video service, the speed of AT&T U-verse broadband Internet access service may be temporarily reduced when a customer is using his or her U-verse video service in a manner that requires high bandwidth. Please click [here](#) for our U-verse High-Speed Internet Access Terms of Service.

Mobile Services. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site and the services they are using, the surrounding terrain, use inside a building or a moving vehicle, radio frequency interference, the capabilities of your device, applicable network management practices as discussed above, and the applications you use. In addition, AT&T has designed its wireless services to provide our customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including but not limited to a temporary reduction in speed to minimize the likelihood of dropped calls.

Wi-Fi Services. Wi-Fi hot spots are generally provided at a given site on behalf of the business owner or operator for the benefit of their patrons. It is common practice that the Internet access is shared between both the business' patrons and the business' operational traffic. In some instances, business operational traffic may be prioritized to minimize the potential impact on critical communications, such as credit card processing. This prioritization may intermittently impact the speed available. Additionally, service performance may be affected by your proximity to a Wi-Fi hot spot, the capacity of the Wi-Fi equipment at the hot spot, the number of other users connected to the same site, the composition of the building where the hot spot is located (wood, concrete, etc.), radio frequency interference, the capabilities of your Wi-Fi capable device, the Internet connection to the Wi-Fi hot spot, per-user bandwidth limits used to provide fair Internet access at a hot spot, and speed tier options made available at the hot spot.

Where can I find information about the speed and latency of my mass market broadband Internet access service?

Because many different factors can affect the performance of your mass market broadband Internet access service, AT&T does not guarantee specific levels of speed or latency for our mass market broadband Internet access services. We strive to manage our network to provide you optimal performance. The performance you can expect to receive from the mass market broadband Internet access services we offer is described below.

Speed

Wired Service. AT&T offers mass market wired broadband Internet access services in discrete speed tiers. Our mass market wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T's High Speed Internet Elite Service should expect service capability download speeds between 3.1 and 6.0 Mbps. Please click [here](#) to learn more. To find out which speed tier is well-suited for the types of applications you use most often, please click [here](#).

The table below sets forth average, actual download and upload speeds for AT&T's mass market wired broadband Internet access services, by speed tier, based on data compiled by the FCC's Measuring Broadband America (MBA) initiative between January 2014 and June 2014. Note: not all available speed tiers from AT&T are measured in the FCC MBA process. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.

AT&T Wired Broadband Metric Averages Jan-Jun 2014 by Speed Tier		
(Download x Upload in Mbps)	Download Speed (Mbps)	Upload Speed (Mbps)
1.5x0.256	1.31	0.30
1.5x0.384	1.38	0.36
3x0.384	2.61	0.49
3x0.512	2.61	0.46
3x1	3.84	1.16
6x0.512	5.49	0.63
6x0.768	7.54	1.95
6x1	6.84	1.32
12x1	11.78	1.48
12x1.5	12.28	1.71
18x1.5	20.33	1.69
24x3	23.90	3.65
45x6	41.31	6.76

Mobile Service. AT&T does not offer mass market mobile broadband Internet access service in different speed tiers, nor do we guarantee particular speeds. Speeds available on our mass market mobile broadband Internet access service are affected by many different factors that can impact wireless network performance as discussed above. Based on AT&T's analysis of independent third party testing of actual network performance, AT&T expects customers will typically experience the following speeds, subject to location, device, and other factors as discussed above:

Technology	Download (in Mbps)	Upload (in Mbps)
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3G	.5 to 3	.5 to 1
4G	2 to 6	.8 to 1
4G LTE	5 to 20	3 to 10

Wi-Fi Service. AT&T's mass market Wi-Fi broadband Internet access service is designed to provide customers with the highest speed available from the network at any given point in time, subject to the many different factors discussed above that can affect network performance. AT&T's Wi-Fi services generally support the IEEE 802.11n/ac standard, with some AT&T locations also supporting the IEEE 802.11a/b/g standard. Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over 10 Mbps to over a gigabit per second, actual Wi-Fi service speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications; the result is that the theoretical maximum speed you can receive is 40%-50% of the quoted Wi-Fi standard speed. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi hotspot you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. For more information about AT&T's mass market Wi-Fi broadband Internet access services, please click [here](#).

Latency

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For mass market broadband Internet access services, latency is usually expressed as the round-trip time in milliseconds (ms) that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance. Other applications, such as real-time video conferencing, require lower latency to function properly. End-to-end latency reflects the cumulative effect of the individual latencies that occur along the end-to-end network path.

Though latencies can vary due to several factors, including some beyond AT&T's control, our mass market broadband Internet access service customers can typically expect the following round-trip latencies when accessing the Internet:

Wired Service:

AT&T Wired Broadband Metric Averages Jan-Jun 2014 by Speed Tier	
(Download x Upload in Mbps)	UDP Latency (ms)
1.5x0.256	49
1.5x0.384	48
3x0.384	43
3x0.512	41
3x1	44
6x0.512	46
6x0.768	36
6x1	38
12x1	37
12x1.5	41
18x1.5	44
24x3	37
45x6	35

Source: SamKnows/FCC MBA Initiative

Mobile Service:

Technology	Time in milliseconds
3G	107 to 223
4G	85 to 166
4G LTE	57 to 95

Wi-Fi Service: approximately 10 to 250 milliseconds

Commercial Terms

Where can I find the prices and other fees that apply to the AT&T mass market broadband Internet access services?

Descriptions of the prices and fees applicable to the AT&T mass market broadband Internet access services are available on the AT&T website. For more information, please see the following:

Rates and Data Plan Pricing Information

[Consumer Wired Rates and Data Plans](#)
[Consumer Mobile Rates and Data Plans](#)
[Small Business Wired Rates](#)
[Small Business Mobile Rates and Data Plans](#)
[Wi-Fi Rates](#)

Early Termination Fees

[Consumer Mobile Early Termination Fees](#)
[Consumer Wired Early Termination Fees](#)
[Small Business Wired Early Termination Fees](#)
[Small Business Mobile Early Termination Fees](#)
 Wi-Fi Small Site, Wi-Fi On-the-Go, and Wi-Fi Ready Zone products do not have Early Termination Fees

Where can I find the Terms of Service and the Acceptable Use Policy that apply to the AT&T mass market broadband Internet access services?

The Terms of Service and Acceptable Use Policy applicable to the AT&T mass market broadband Internet access services are available on the AT&T website at the following links:

Terms of Service

[Wired](#)
[Consumer Mobile](#)
[Small Business Mobile](#)
[Wi-Fi](#)

Acceptable Use Policy

[Wired, Mobile & Wi-Fi](#)

Does AT&T have a privacy policy for its mass market broadband Internet access services?

Yes. At AT&T, we take our customers' privacy very seriously. We have a comprehensive Privacy Policy that applies to all uses of AT&T products and services. This Privacy Policy identifies and describes the way AT&T uses and protects the information we collect about customers and users. You can view the AT&T Privacy Policy at www.att.com/privacy.

Where can I get assistance if I have a concern or need more information about my AT&T broadband Internet access service?

If you have questions or concerns about your mass market AT&T broadband Internet access service, please contact us at www.att.com/econtactus.

Where can application developers and device manufacturers get more information about developing applications or devices for use on the AT&Tmobile network?

If you are an application developer or device manufacturer, AT&T has a wide range of tools and resources available to help you design, test, and market your applications or devices. Please click [here](#) to visit our website for application developers, and click [here](#) to visit our website for device manufacturers.

Where can I get assistance if I have a concern or need more information about peering with AT&T?

If you have questions about peering with AT&T, please contact us at <http://www.corp.att.com/peering>.

Last updated: September 9, 2016.

Exhibit 7.b.ii

Broadband Information

Information About the Network Practices,
Performance Characteristics & Commercial
Terms of AT&T's Mass Market
Broadband Internet Access Services

En Español



At AT&T, we want our customers to have information to more fully understand and enjoy the services we offer. To help keep customers informed about our mass market broadband Internet access services, the AT&T website (www.att.com) describes the mass market wireless and wired broadband Internet access services we offer. In this document, we provide information about the network practices, performance characteristics, and commercial terms applicable to our mass market wired, mobile and Wi-Fi broadband Internet access services, consistent with the Federal Communications Commission's Open Internet Rules. This information should help customers make informed choices about how to use those services, and will assist providers of Internet applications, content and services in developing, marketing and maintaining their Internet offerings. We encourage mass market customers and other users of our network to familiarize themselves with this information, and to provide AT&T with feedback about our mass market broadband Internet access services so that we can continue to provide an excellent experience.

Nothing in this document changes your rights and obligations, or ours, under our terms of service associated with the applicable products, Acceptable Use Policy ("AUP") or Privacy Policy. This document and the information contained in it are provided for informational purposes only and may be changed at any time, without notice.

Network Practices

How does AT&T manage congestion with respect to its mass market broadband Internet access services?

AT&T strives to provide a high-quality Internet experience for all of our customers. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with those networks (and the networks with which those networks are connected) on mutually agreeable terms. The links AT&T and other networks use to exchange such traffic may become congested at times. Consistent with its agreements with those other networks and its long-standing practice, AT&T may establish or expand the connections between its network and other networks, but only on mutually agreeable terms. If AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect customers' ability to upload or download data to Internet endpoints connected to those networks. AT&T does not guarantee that it will establish or expand the connections between its network and other networks, or that subscribers will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

In addition, like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide broadband services are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise. Nonetheless, temporary congestion may occur when a large number of customers in a concentrated area access the network at the same time or when some customers consume a very large amount of network capacity during busy periods, such as at stadium events, during peak usage times, or during planned network maintenance.

AT&T invests billions of dollars annually to address potential congestion in its broadband networks. As is common in the industry, we use network management practices and other tools to manage network resources for the benefit of all of our mobile broadband customers, especially during periods when network demand exceeds available network resources (also known as "congestion"). As you would expect, our network management practices and our service offerings have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks.

One network management practice we use to manage our network resources may affect certain customers with AT&T post-paid and GoPhone unlimited mobile data plans ("AT&T Unlimited Data Plans"). Specifically, if a customer on an AT&T Unlimited Data Plan exceeds 22GB of data usage in a billing period, he or she may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As always, even when subject to network management practices, these customers have the comfort of knowing that, no matter how much data they use in a billing cycle, they will never be subject to overage charges and will pay a single monthly flat rate. That is our essential promise with the AT&T Unlimited Data Plans. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. However, an affected AT&T Unlimited Data Plan customer will experience reduced speeds and increased latency only if he or she has already exceeded his or her 22GB data usage threshold in a billing period and uses data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speeds and latency are not affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

We will notify AT&T Unlimited Data Plan customers during each billing cycle when their usage reaches 75% of the 22GB threshold (i.e., 16.5GB) so they can adjust their usage to avoid network management practices that may result in slower data speeds.

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We apply a comparable network management practice to AT&T's Wireless Home Phone & Internet plans with 250GB and 500GB data allotments, which are available in select areas, except that such practice is "always on" and may affect customers during periods of congestion regardless how much data they have used in a billing period. Specifically, such customers may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As soon as the congestion at the cell site abates, speeds and latency will no longer be affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

With the ever increasing growth in smart phone and tablet usage on our networks, and the growing prevalence of video downloads, AT&T has deployed a reasonable network management video optimization technique in our mobile data network. That technique delivers recorded video to the user's device in a "just in time" fashion ("Buffer Tuning"). Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video downloads, regardless of the source (including AT&T branded or 3rd party content), and does not affect real-time streaming video. Without Buffer Tuning, video content may be completely delivered to the device and charged against the user's data plan regardless of whether it is viewed. With Buffer Tuning, a sufficient amount of video is delivered to the device so that the user can start viewing the video, and the remainder of the video is delivered just in time to the device as needed for uninterrupted viewing. This optimizes the user's data plan consumption. Additionally, this frees up network resources for all users. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience.

Another reasonable network management practice we use to more efficiently manage our network resources is Stream Saver, which is a feature we offer on many of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver applies only to recognized video content delivered over AT&T's wireless network. Once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact delivery of their video content. Stream Saver is discussed further below, and more information is available [here](#).

Does AT&T limit data usage? Does AT&T provide any tools to help customers monitor and control their data usage?

We have developed data plans for our wired and mobile broadband Internet access services so that our customers can choose from a variety of rate plans that best reflect their own usage levels, and the manner in which they intend to use their service. For example, some AT&T data plans designated for use only with a basic phone or smart phone may not be used with a LaptopConnect card, tablet, or stand-alone mobile hotspot device. However, customers wishing to use their service in such a manner, such as with a mobile hotspot device, may purchase other plans that permit such use. AT&T provides usage calculators, alerts, and other tools for our wired and mobile broadband Internet access services to assist customers in estimating their anticipated usage levels. For more information, please click here ([wired](#)) and here ([mobile](#)). In addition, we send notices to our customers when they are approaching the applicable usage thresholds for our tiered wired and mobile services.

Our Mobile Share Advantage Plans provide customers allotments of high speed data that they may share among different devices, and some of our GoPhone plans (not including Wireless Home Phone & Internet or Mobile Hotspot) provide an allotment of high speed data to the specific line. Once Mobile Share Advantage or these GoPhone customers exceed their allotments of high speed data -- which includes the plan data, any available Rollover Data or other data allotments customers may have -- during a billing period, they may continue to consume data at no extra charge, but at significantly lower speeds when connected to the cellular network. Specifically, after one of these customers uses all available data allotments in a billing cycle, the customer's service over the cellular network will transmit data at a maximum of 128Kbps for the remainder of the billing cycle unless the customer upgrades to a rate plan with a higher allotment of high speed data access before the end of the billing cycle. Once a customer's speeds are limited like this, the customer's connection over the cellular network should still allow viewing a web page or checking email. Bandwidth-intensive activities, including audio and video streaming, picture and video messaging, select apps and services, as well as other usage (including sponsored data) will be impacted and may not be fully functional. But, when the next billing cycle begins, the customer will once again have high speed data access. We will notify customers during each billing cycle when their data usage reaches 75%, 90% and 100% of their monthly high speed data allotment so that they are aware of their amount of data usage and can make adjustments to avoid slower speeds. When connected to a Wi-Fi network, the customer's speed will not be impacted. For information regarding Rollover Data for Mobile Share Advantage Plans, click [here](#), and for GoPhone plans, click [here](#).

We also have a sponsored data program that enables third parties to pay for the data usage for specific content on behalf of eligible AT&T wireless customers. With AT&T Sponsored Data, eligible customers can sample, browse, stream and enjoy applications, content and services provided by data sponsors without using up their monthly data allotments. Sponsored data thus effectively extends a customer's data usage allotment, and enables providers of online content, applications and services to encourage users to sample their services. For information about AT&T's sponsored data program, click [here](#).

Another way we help wireless customers manage their data usage is through Stream Saver, which is a feature offered on many of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver requires a compatible device and, once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Stream Saver may not be able to recognize all video content, and any unrecognized higher resolution video will continue to stream at its normal speed and resolution. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact their video content. For more information about Stream Saver, click [here](#).

For those geographic areas that are not served by AT&T's owned and operated mobile networks, we try to provide customers with data services through agreements with other carriers. The use of customers' devices to access data over another carrier's networks -- both domestic and international -- is called "off-net" or "roaming" usage. Our ability to make off-net or roaming services available to customers is based on a variety of dynamic factors, including business considerations, the terms of the agreements we have at any given time with other wireless carriers, and the network technology, frequency(ies) and functionality of those networks. We do not guarantee the availability, quality of coverage or speed for data services that are accessed using other carrier networks and we may reduce speeds or suspend the data service available on these networks at any time without notice. We update our coverage maps regularly to show where we provide domestic off-net and international roaming services. To obtain the most recent coverage updates you may access the maps [here](#).

Does AT&T favor certain Internet applications by blocking, throttling or modifying particular protocols on its broadband Internet access service?

No, AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against our network or our customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. In addition, we prevent the use of certain ports on our wired and Wi-Fi broadband Internet access services to help protect our customers and network against malicious activity, as discussed below.

The AT&T Copyright Alert Program was established to respond to alleged copyright infringement activities using peer-to-peer file sharing, and attempts to educate customers about the importance of protecting copyright and lawful use of content available over the Internet. Under the program, content owners may notify AT&T of alleged copyright infringement based on the IP address of a user. AT&T then will attempt to identify a subscriber account based on that IP address and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, then AT&T may take action consistent with Section 512(i) of the Digital Millennium Copyright Act, which may result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process --AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

What practices has AT&T adopted to manage network security?

Exhibit 7.b.ii

AT&T takes the security of our customers and our network very seriously. We proactively monitor network activity to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, and other harmful activity. We encourage customers to adopt their own security practices.

We use a variety of network tools to monitor network activity and health to maintain its stability and functionality, to protect the network against threats, and for other operational purposes. We store the information we gather through this monitoring for only as long as we have a business purpose to maintain it. The AT&T Privacy Policy describes how we collect, use and share this information. You can view AT&T's Privacy Policy at: www.att.com/privacy.

If we detect a security threat, we will typically attempt to isolate the threat and minimize the impact to network service. We may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threat. For example, as described in more detail below, we block certain ports that transfer malicious or disruptive traffic (such as Ports 25, 135, 139, 445, and 1900). We attempt to limit actions to the specific portions of our network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat.

AT&T may scan or analyze network addresses that are registered through AT&T, including addresses that may have been delegated to customers, and/or routes that originate from AT&T-provided networks to detect vulnerabilities that might be used to compromise AT&T or customer assets or might be used in attacks against others. In doing so, we seek to avoid disrupting network service to customers. We may use information derived from these activities to identify and address security issues or to notify customers of issues.

As noted above, AT&T blocks certain ports that transfer malicious or disruptive traffic to protect our customers and our network. Below is more information about port blocking that is currently in place. We may block additional ports in the future based upon threat assessments.

Port	Transport	Protocol	Direction	Threats
0	TCP	Reserved	Both	Reserved Port
19	UDP	Chargen	Both	Reflective DDOS
25	TCP	SMTP	Outbound	SPAM, Malware
68	UDP	BOOTP	Outbound	DHCP server spoofing
123	UDP	NTP	Both	Reflective DDOS
135	TCP	NetBios	Both	Worms, Malware, Reflective DDOS
139	TCP	NetBios	Both	Worms, Malware
445	TCP	MS-DS SMB	Both	Worms, Malware
520	UDP	RIPv1	Both	Reflective DDOS
1900	UDP	SSDP	Both	Reflective DDOS
3479	TCP	Twrpc	Both	End user device instability
7547	TCP	CWMP	Inbound	End user device instability

Port 0/TCP: Port 0 is a reserved port. This port should not be used for any applications. Blocking protects our customers from potentially harmful types of network abuses.

Port 19/UDP: Port 19 Chargen is a protocol designed to generate a stream of characters for debugging and measurement. Because more recent tools have been developed for measurement and debugging purposes, blocking protects against use of this port in Reflective DDOS attacks.

Port 25/TCP: Simple Mail Transport Protocol (SMTP) is used to send email. Port 25/TCP may be blocked from customers with dynamically-assigned Internet Protocol (IP) addresses to protect systems from becoming a mail relay for SPAM. Customers can subscribe to AT&T SMTP services if they need to host an SMTP server on the Internet.

Port 68/UDP: Port 68 is used to obtain dynamic IP address information from a dynamic host configuration protocol (DHCP) server. Port 68 may be blocked to eliminate the risk of exposure to a rogue DHCP server.

Port 123/UDP: Network Time Protocol (NTP) is used to accurately synchronize computer time of day to a reference time server. Some aspects of Port 123 may be limited to minimize malicious use. Poorly-configured NTP servers can be used for Reflective DDOS attacks, and some devices provide NTP service inadvertently, which exacerbates the port's malicious use.

Port 135/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing files unintentionally, worms, and viruses.

Port 139/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing critical system files unintentionally, which could give system access to a malicious actor.

Port 445/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking mitigates a potential threat to certain operating systems. Similar to our blocking of Ports 135 and 139, blocking Port 445 protects customers from exposing files unintentionally, worms, and viruses.

Port 520/UDP: RIPv1 - UDP port 520 is used by the Routing Information Protocol (RIP) to share network routing information. RIPv1 was designed to support route information sharing on small classful (class A, B, C, D) networks and has limited usefulness in today's classless networks. Port 520 has been used by malicious actors to generate Reflective DDOS attacks.

Port 1900/UDP: Universal Plug and Play (UPnP) is a protocol standard designed to allow device discovery over a local network. Some home routers may expose this port to the Internet, which could allow attackers to defeat the security attributes of Network Address Translation (NAT) and allow attackers to use the port for Reflective DDOS attacks.

Port 3479/TCP: Twrpc is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

Port 7547/TCP: CPE WAN Management Protocol (CWMP) is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

Exhibit 7.b.ii

Does AT&T restrict the types of devices that customers can use with its mass market broadband Internet access services?

AT&T customers may use devices of their choice (PC, Smartphones, Tablets, Smart TV, etc.) to connect to our wired broadband Internet access service via the wiring at their home or business premises, or via Wi-Fi connected to their AT&T wired broadband Internet access service (connection options vary based on device capabilities). Customers of our mass market mobile services may attach 3G- or 4G-capable devices of their choice to our mobile broadband Internet access services, so long as the devices are FCC-approved, compatible with the technology used in our mobile network, and do not harm our network or other users. AT&T has retired its 2G network and we will not activate 2G-only capable devices. Our wired and Wi-Fi networks require compatible Ethernet or Wi-Fi capable devices. AT&T generally does not support IEEE802.11b or earlier Wi-Fi protocols. Devices must also be used in a manner consistent with our terms of service and Acceptable Use Policy. For example, some data plans are designated for use with only a basic phone or smartphone, in which case customers may not use their device to provide an Internet access connection to other equipment/devices (such as computers, netbooks, tablets, other phones, USB modems, network routers, media players, gaming consoles, or other data-capable devices) by tethering, by SIM card transfer, or any other means. However, customers wishing to use their service with a mobile hotspot/tethering device may purchase a data plan that already includes such use.

Performance Characteristics

What factors affect the performance of my mass market broadband Internet access service?

AT&T offers many mass market broadband Internet access service options, each of which may have a different service capability speed. The term speed is commonly used as a shorthand way to describe the capacity at which a particular mass market broadband Internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications, like a short email without attachments or basic web browsing, do not require high service capability speeds to function optimally. Other activities, like transferring large data files, can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting your location to Internet websites or content providers. End-to-end performance of your service depends on a variety of factors, including: the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; the capabilities and performance of your Local Area Network (LAN); interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others are using when communicating.

AT&T offers a wide variety of services to its customers (including Voice over Internet Protocol (VoIP), Internet Protocol (IP)-video, unified messaging, Voice over LTE (VoLTE), enterprise networking services, and other services), which share AT&T's network infrastructure and may affect the availability of network resources for broadband Internet access services. Your use of these services may affect the performance of your mass market broadband Internet access service. These services may rely on particular network practices to assign different levels of priority dynamically or statically. AT&T does not currently have the capability to make any such functionality available to edge providers. In addition, although AT&T engineers its network to accommodate all users and user types based on a variety of factors, including average and anticipated peak usage of the network, many factors cannot be anticipated or are outside of AT&T's control. These factors can impact the availability of network resources for mass market broadband Internet access services at any particular time. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

Other factors that are relevant to specific services include, but are not limited to, the following:

- **Wired Services.** Service performance may be affected by the wiring inside your premises, the distance between your premises and an AT&T central office, the capabilities of your computer, and the applications you use. In addition, to provide our U-verse TV customers with a consistently high-quality video service, the speed of AT&T broadband Internet access service may be reduced when a customer is using his or her U-verse TV service in a manner that requires high bandwidth. Please click [here](#) for our High-Speed Internet Access Terms of Service.
- **Mobile Services.** Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site and the services they are using, the surrounding terrain, use inside a building or a moving vehicle, radio frequency interference, the capabilities of your device, applicable network management practices as discussed above, and the applications you use. In addition, AT&T has designed its wireless services to provide our customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including but not limited to a temporary reduction in speed to minimize the likelihood of dropped calls.
- **Wi-Fi Services.** Wi-Fi hot spots are generally provided at a given site on behalf of the business owner or operator for the benefit of their patrons. It is common practice that the Internet access is shared between both the business' patrons and the business' operational traffic. In some instances, business operational traffic may be prioritized to minimize the potential impact on critical communications, such as credit card processing. This prioritization may intermittently impact the speed available. Additionally, service performance may be affected by your proximity to a Wi-Fi hot spot, the capacity of the Wi-Fi equipment at the hot spot, the number of other users connected to the same site, the composition of the building where the hot spot is located (wood, concrete, etc.), radio frequency interference, the capabilities of your Wi-Fi capable device, the Internet connection to the Wi-Fi hot spot, per-user bandwidth limits used to provide fair Internet access at a hot spot, and speed tier options made available at the hot spot.

Where can I find information about the performance of my mass market broadband Internet access service?

Because many different factors can affect the performance of your mass market broadband Internet access service, AT&T does not guarantee specific performance levels (such as of speed or latency or packet loss) for our mass market broadband Internet access services. We strive to manage our network to provide you optimal performance. The performance you can expect to receive from the mass market broadband Internet access services we offer is described below.

Speed

- **Wired Service.**
 - AT&T offers mass market wired broadband Internet access services in discrete speed tiers. Our mass market wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T's High Speed Internet Elite Service should expect service capability download speeds between 3.1 and 6.0 Mbps. Please click [here](#) for a list of our wired service offerings and expected speeds. To find out which speed tier is well-suited for the types of applications you use most often, please click [here](#).
 - The table below sets forth data showing the median, and ranges of, actual download and upload speeds for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier. The range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were.
 - Unless a service tier is noted with an asterisk (*), the reported information comes from data compiled by the FCC's Measuring Broadband America (MBA) initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.
 - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Exhibit 7.b.ii

Product Name	Technology	Download Speed (Mbps)			Upload Speed (Mbps)		
		25th Percentile	Median	75th Percentile	25th Percentile	Median	75th Percentile
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	0.240	0.430	0.620	0.090	0.100	0.110
Internet Basic 768	ADSL2+	0.610	0.640	0.720	0.270	0.290	0.320
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	1.0	1.2	1.6	0.240	0.260	0.310
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	0.8	1.3	1.7	0.300	0.330	0.360
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	2.2	2.4	3.0	0.300	0.360	0.440
Internet Basic 3	ADSL2+	2.1	2.6	3.4	0.420	0.470	0.510
Internet Basic 3	VDSL2/GPON/BPON/EGPON	2.9	3.2	3.8	0.8	1.1	1.3
Internet Basic 5 (5x1)*	ADSL2+/VDSL2	6.0	6.0	6.1	1.2	1.3	1.3
Internet Basic 5 (5x5)*	GPON	6.0	6.1	6.1	6.1	6.3	6.3
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	5.0	5.4	6.5	0.390	0.480	0.620
Internet Basic 6	ADSL2+	5.4	6.0	6.7	0.660	0.690	0.730
Internet Basic 6	VDSL2/GPON/BPON/EGPON	5.6	6.4	7.6	0.4	0.6	0.7
Internet 10 (10x1)*	ADSL2+/VDSL2	12.8	12.8	12.8	1.0	1.1	1.1
Internet 10 (10x10)*	GPON	12.1	12.4	12.7	12.2	12.4	12.6
Internet 12	ADSL2+	11.5	12.3	14.2	0.9	0.9	1.0
Internet 12	VDSL2/GPON/BPON/EGPON	14.3	13.9	15.2	1.7	1.7	1.9
Internet 18	VDSL2/ADSL2+/GPON/BPON/EGPON	13.3	15.3	18.5	1.8	1.7	1.9
Internet 24	VDSL2/ADSL2+/GPON	24.4	26.2	29.0	1.8	1.8	1.9
Internet 25 (25x2)*	ADSL2+	25.8	25.8	25.9	1.9	1.9	1.9
Internet 25 (25x5)*	VDSL2	24.1	26.0	26.4	5.6	5.6	5.6
Internet 25 (25x25) or Internet 25s*	GPON	30.6	30.5	30.8	30.3	30.4	30.5
Internet 45	VDSL2/GPON	40.2	42.6	49.5	5.7	5.7	5.9
Internet 50 (50x10)*	VDSL2	56.5	57.4	58.7	12.1	12.1	12.2
Internet 50 (50x50) or Internet 50s*	GPON	61.5	61.5	61.6	61.0	61.0	61.0
Internet 75* (75x8)*	VDSL2	78.5	79.2	80.0	7.4	7.4	7.4
Internet 100 (100X20)*	VDSL2	85.9	89.0	90.9	20.2	20.2	20.2
Internet 100 or Internet 100s*	GPON	122.7	122.9	123.2	122.0	122.0	122.0
Internet 300 or Internet 300s*	GPON	305.5	328.9	369.7	366.2	366.2	366.2
Internet 1000 or Internet 1000s*	GPON	N/A	N/A	N/A	N/A	N/A	N/A
Internet 200*	GPON	246	246	246	49	49	49
Internet 200s*	GPON	245	246	246	243	243	244
Internet 500*	GPON	520	520	520	98	98	98
Internet 500s*	GPON	520	520	520	468	469	471
DIRECTV Internet 100x100*	ETHERNET	116.5	120.6	124.3	118.8	120.9	124.4
DIRECTV Internet 20x5*	ETHERNET	19.7	20.6	21.5	6.4	6.7	7.0
DIRECTV Internet 10x1*	ETHERNET	10.8	11.1	11.4	2.3	2.9	2.3
DIRECTV Internet 6x2*	ETHERNET	7.1	7.6	7.8	2.9	2.9	3.0
DIRECTV Internet 3x2*	ETHERNET	2.6	2.9	2.9	2.8	2.8	3.1

- **Fixed Wireless Service.** AT&T's mass market fixed wireless broadband Internet access service provides qualified households and small business with Internet access service using LTE technology, an outdoor antenna affixed to the customer's premises and an indoor Wi-Fi Gateway. The service is designed to provide high speed access to the Internet with download speeds of at least 10Mbps. It does not impose a maximum speed limit, and thus provides customers with the highest speed available from the network at the customer's location and at a given point of time. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.
- The table below sets forth data showing the actual download and upload speeds for AT&T's mass market fixed wireless broadband Internet access service.

	Download	Upload
Fixed Wireless Internet	10Mbps or over	1Mbps or over

Mobile Service. Most of AT&T's mass market mobile broadband Internet access services do not impose maximum speed limits, and thus provide customers with the highest speed available from the network at a particular location and at a given point in time, subject to the factors and the network management practices that can affect network performance, discussed above. Certain service plans include maximum data transmission rates for video and/or other data traffic. For example, AT&T's Unlimited Choice plan limits data transmission rates to 1.5Mbps for video and 3.0Mbps for other data traffic. Similarly, AT&T's Unlimited Plus plan provides customers a monthly per line allotment of mobile hotspot/tethering usage without any data transmission rate limit. After an AT&T Unlimited Plus plan customer has consumed the tethering allotment for a particular line, the data transmission rate for tethered data for that device will be limited to a significantly slower speed (e.g., 128Kbps) for the remainder of the bill cycle, as set forth in the terms of the plan.

In no case does AT&T guarantee particular speeds for its mass market mobile broadband Internet access services. Speeds available are affected by many different factors that can impact wireless network performance as discussed above. Based on data compiled by AT&T through crowd-sourced speed tests, AT&T expects customers will typically experience the following speeds, subject to location, device, and other factors as discussed above (the range reported is from the 25th to the

Exhibit 7.b.ii

75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Download (in Mbps)	Upload (in Mbps)
3G	3 to 7	.7 to 1
4G	2 to 7	.4 to 1
4G LTE	6 to 29	2 to 11

Detailed download and upload speed performance by Cellular Market Area (CMA) can be found [here](#).

Wi-Fi Service. AT&T's mass market Wi-Fi broadband Internet access service is designed to provide customers with the highest speed available from the network at any given point in time, subject to the many different factors discussed above that can affect network performance. AT&T's Wi-Fi services generally support the IEEE 802.11n/ac standard, with some AT&T locations also supporting the IEEE 802.11a/b/g standard. Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over 10 Mbps to over a gigabit per second, actual Wi-Fi service speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications; the result is that the theoretical maximum speed you can receive is 40%-50% of the quoted Wi-Fi standard speed. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi hotspot you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. For more information about AT&T's mass market Wi-Fi broadband Internet access services, please click [here](#).

Latency

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For mass market broadband Internet access services, latency is usually expressed as the round-trip time in milliseconds (ms) that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance. Other applications, such as real-time video conferencing, require lower latency to function properly. End-to-end latency reflects the cumulative effect of the individual latencies that occur along the end-to-end network path.

Although latencies can vary due to several factors, including some beyond AT&T's control, our mass market broadband Internet access service customers can typically expect the following round-trip latencies when accessing the Internet:

- **Wired Service:**
 - The table below sets forth data showing the median, and ranges of, actual latency for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier. The range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were.
 - Unless a service tier is noted with an asterisk (*), the reported information comes from data compiled by the FCC's MBA initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.
 - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Product Name	Technology	Latency(Ms)		
		25th Percentile	Median	75th Percentile
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	34.3	71.7	77.3
Internet Basic 768	ADSL2+	19.9	44.3	53.4
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	28.5	56.6	50.9
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	33.2	107.2	97.4
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	25.3	48.7	45.2
Internet Basic 3	ADSL2+	20.2	40.0	42.6
Internet Basic 3	VDLS2/GPON/BPON/EGPON	25.3	32.9	31.4
Internet Basic 5 (5x1)*	ADSL2+/VDLS2	23.6	23.7	23.9
Internet Basic 5 (5x5)*	GPON	39.5	45.2	51.2
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	22.7	41.6	43.7
Internet Basic 6	ADSL2+	24.7	34.7	37.7
Internet Basic 6	VDLS2/GPON/BPON/EGPON	24.2	35.3	37.6
Internet 10 (10x1)*	ADSL2+/VDLS2	28.7	29.2	29.3
Internet 10 (10x10)*	GPON	46.3	46.4	46.9
Internet 12	ADSL2+	24.5	32.7	33.9
Internet 12	VDLS2/GPON/BPON/EGPON	25.6	34.4	38.6
Internet 18	VDLS2/ADSL2+/GPON/BPON/EGPON	23.4	40.8	42.3
Internet 24	VDLS2/ADSL2+/GPON	25.0	35.0	35.9
Internet 25 (25x2)*	ADSL2+	18.6	33.3	51.7
Internet 25 (25x5)*	VDLS2	18.6	33.3	51.7
Internet 25 (25x25) or Internet 25s*	GPON	28.6	29.3	29.5
Internet 45	VDLS2/GPON	28.4	37.2	31.2
Internet 50 (50x10)*	VDLS2	51.0	51.3	51.8

Exhibit 7.b.ii

Internet 50 (50x50) or Internet 50s*	GPON	27.6	28.3	28.4
Internet 75* (75x8)*	VDSL2	53.9	56.1	57.9
Internet 100 (100X20)*	VDSL2	76.4	76.7	77.1
Internet 100 or Internet 100s*	GPON	30.4	49.5	65.6
Internet 300 or Internet 300s*	GPON	41.3	46.3	48.3
Internet 1000 or Internet 1000s*	GPON	N/A	N/A	N/A
Internet 200*	GPON	30	32	33
Internet 200s*	GPON	29	30	32
Internet 500*	GPON	29	31	35
Internet 500s*	GPON	28	30	35
DIRECTV Internet 100x100*	ETHERNET	15.0	16.6	19.8
DIRECTV Internet 20x5*	ETHERNET	17.0	18.4	19.0
DIRECTV Internet 10x1*	ETHERNET	23.2	28.9	34.2
DIRECTV Internet 6x2*	ETHERNET	24.9	30.9	35.5
DIRECTV Internet 3x2*	ETHERNET	30.8	42.0	48.9

- **Fixed Wireless Service:** The table below sets forth data showing the actual latency of AT&T's mass market fixed wireless broadband Internet access service. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

	Latency
Fixed Wireless Internet	100ms or less

Mobile Service: Based on data compiled by AT&T through crowd-sourced performance tests, AT&T expects customers will typically experience the following latency, subject to location, device, and other factors as discussed above (the range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Time in milliseconds
3G	78 to 116
4G	63 to 106
4G LTE	35 to 66

Detailed latency performance by Cellular Market Area (CMA) can be found [here](#).

Wi-Fi Service: approximately 10 to 250 milliseconds

Packet Loss

Packet loss occurs when one or more packets of data traveling across the network fail to reach their destination, typically due to network congestion, and is measured as a percentage of packets lost with respect to packets sent. A small percentage of packet loss is inevitable, and indeed desirable, in Internet protocol networks and applications. These networks and applications have been designed to tolerate dropped packets and rely on packet retransmission to replace such packets to maintain high speed transmission of data across the Internet. Without some packet loss, network (and thus application) performance could degrade significantly. Although packet loss can vary due to several factors, including some beyond AT&T's control, our mass market wired broadband Internet access service customers can typically expect the following end-to-end packet loss statistics when accessing the Internet:

- **Wired Service:**
- The table below sets forth the median actual packet loss for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier.
 - Unless a service tier is noted with an asterisk (*), the reported information comes from data compiled by the FCC's MBA initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.
 - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Product Name	Technology	Packet Loss (%)
		Median
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	2.6
Internet Basic 768	ADSL2+	1.0
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	2.0
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	2.1
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	1.9
Internet Basic 3	ADSL2+	1.9
Internet Basic 3	VDSL2/GPON/BPON/EGPON	1.4
Internet Basic 5 (5x1)*	ADSL2+/VDSL2	0.3
Internet Basic 5 (5x5)*	GPON	0.3
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	1.8

Exhibit 7.b.ii

Internet Basic 6	ADSL2+	1.3
Internet Basic 6	VDSL2/GPON/BPON/EGPON	1.5
Internet 10 (10x1)*	ADSL2+/VDSL2	0.2
Internet 10 (10x10)*	GPON	2.2
Internet 12	ADSL2+	1.0
Internet 12	VDSL2/GPON/BPON/EGPON	1.7
Internet 18	VDSL2/ADSL2+/GPON/BPON/EGPON	1.0
Internet 24	VDSL2/ADSL2+/GPON	1.3
Internet 25 (25x2)*	ADSL2+	0.8
Internet 25 (25x5)*	VDSL2	0.3
Internet 25 (25x25) or Internet 25s*	GPON	0.1
Internet 45	VDSL2/GPON	1.5
Internet 50 (50x10)*	VDSL2	0.2
Internet 50 (50x50) or Internet 50s*	GPON	0.2
Internet 75* (75x8)*	VDSL2	0.5
Internet 100 (100X20)*	VDSL2	0.2
Internet 100 or Internet 100s*	GPON	0.3
Internet 300 or Internet 300s*	GPON	0.9
Internet 1000 or Internet 1000s*	GPON	N/A
Internet 200*	GPON	0.11
Internet 200s*	GPON	0.05
Internet 500*	GPON	0.38
Internet 500s*	GPON	0.14
DIRECTV Internet 100x100*	ETHERNET	0.03
DIRECTV Internet 20x5*	ETHERNET	0.33
DIRECTV Internet 10x1*	ETHERNET	0.05
DIRECTV Internet 6x2*	ETHERNET	0.08
DIRECTV Internet 3x2*	ETHERNET	0.65

▪ **Fixed Wireless Service:** The table below sets forth data showing the actual latency of AT&T's mass market fixed wireless broadband Internet access service. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

	Packet Loss
Fixed Wireless Internet	2.3% or less

Commercial Terms

Where can I find the prices and other fees that apply to the AT&T mass market broadband Internet access services?

Descriptions of the prices and fees applicable to the AT&T mass market broadband Internet access services are available on the AT&T website. For more information, please see the following:

Rates and Data Plan Pricing Information

- [Consumer Wired Rates](#) and [Data Plans](#) and [Fees](#)
- [Consumer Mobile Rates and Data Plans](#) and [Fees](#)
- [Fixed Wireless Internet Data Plan](#) and [Rates and Fees](#)
- [Small Business Wired Rates](#) and [Fees](#)
- [Small Business Mobile Rates and Data Plans](#) and [Fees](#)
- [Wi-Fi Rates](#)

Early Termination Fees

- [Consumer Mobile Early Termination Fees](#)
- [Consumer Wired Early Termination Fees](#)
- [Small Business Wired Early Termination Fees](#)
- [Small Business Mobile Early Termination Fees](#)
- Wi-Fi Small Site, Wi-Fi On-the-Go, and Wi-Fi Ready Zone products do not have Early Termination Fees

Where can I find the Terms of Service and the Acceptable Use Policy that apply to the AT&T mass market broadband Internet access services?

The Terms of Service and Acceptable Use Policy applicable to the AT&T mass market broadband Internet access services are available on the AT&T website at the following links:

Terms of Service

- [Wired](#)
- [Consumer Mobile Postpaid](#)
- [Fixed Wireless Internet](#)
- [GoPhone](#)
- [Small Business Mobile](#)
- [Wi-Fi](#)

Acceptable Use Policy

Exhibit 7.b.ii

- [Wired, Mobile & Wi-Fi](#)

Does AT&T have a privacy policy for its mass market broadband Internet access services?

Yes. At AT&T, we take our customers' privacy very seriously. We have a comprehensive Privacy Policy that applies to all uses of AT&T products and services. This Privacy Policy identifies and describes the way AT&T uses and protects the information we collect about customers and users. You can view the AT&T Privacy Policy at www.att.com/privacy.

Where can I get assistance if I have a concern or need more information about my AT&T broadband Internet access service?

If you have questions or concerns about your mass market AT&T broadband Internet access service, please contact us at www.att.com/econtactus.

Where can application developers and device manufacturers get more information about developing applications or devices for use on the AT&T mobile network?

If you are an application developer or device manufacturer, AT&T has a wide range of tools and resources available to help you design, test, and market your applications or devices. Please click [here](#) to visit our website for application developers, and click [here](#) to visit our website for device manufacturers.

Where can I get assistance if I have a concern or need more information about peering with AT&T?








If you have questions about peering with AT&T, please contact us at <http://www.corp.att.com/peering>.

Last updated: April 24, 2017.

Internet Data Calculator

Estimate your monthly data usage

Use the sliders below to estimate how much usage, on average, your monthly Internet activities take. Or click a data amount on the bar on the right to see a preset data package.

	Emails sent and received*	0 Emails
	Hours of streaming music	0 Hours
	Hours of surfing the web	0 Hours
	Social media posts with photos	0 posts
	Hours of streaming standard-definition video	0 Hours
	Hours of streaming high-definition video	0 Hours
	Time spent online gaming	0 Hours

*Represents 75% of emails with no attachments and 25% of emails with attachments.
Reset data calculator

How we estimate

The examples below provide a general guideline for the amount of data used for each activity:

Activity	Data Size
1 email (no attachments)	20KB
1 email (with standard attachments)	300KB
1 min. of surfing the web	250KB (15MB/hr)
1 song downloaded	4MB
1 photo upload to social media	5MB
1 min. of streaming standard-definition video	11.7MB (700MB/hr.)
1 min. of streaming high-definition video	41.7MB (2500MB/hr.)
1 min. of online games	200KB (12MB per hour)

Keep in mind that these examples are just estimates based on typical file sizes. Your usage may vary. **

1MB = 1,000KB approximately

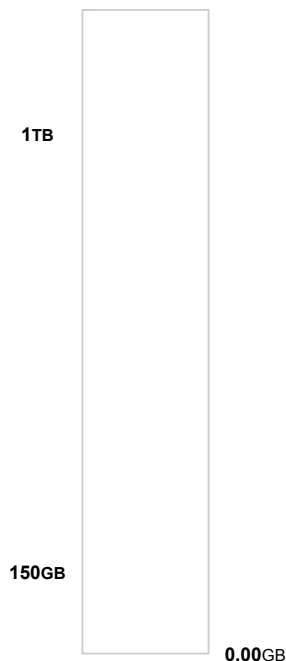
1GB = 1,000MB approximately

1TB = 1,000GB approximately

[Back to Internet usage](#)

Chat available

**Your Estimated Monthly
Data Usage**



myAT&T app***

Instantly track data usage, and review and pay your bill from your smartphone or tablet.

[Learn more](http://www.att.com/shop/myatt.html)
(<http://www.att.com/shop/myatt.html>) >

Check your usage

[Log in to myAT&T to view your data usage.](#) to view actual usage.

See how video affects your monthly data usage:

Activity	150GB	1TB
TV & Movies	Watch 75 hours of SD TV AND stream 90 SD or 25 HD movie	Watch 400 hours of SD TV AND stream 720 SD or 200 HD movies
Data	Plus, with any of these data amounts, you can: <ul style="list-style-type: none"> • Send/receive over 10,000 emails • Download/upload over 1,000 medium-sized photos on a social media site like Facebook • Download over 1,000 MP3 songs • Watch over 1,000 standard quality YouTube videos 	

**The total bandwidth necessary to transmit the data you send and receive over the network from your home ? including but not limited to software update requests, email notifications, and resent requests ? counts toward your data plan. Individual usage results may vary based on the applications you use.

***Online account registration is required for activation. The myAT&T app is available for Apple® iPhone®, Blackberry, Windows and Android® OS Supported devices. Access to the myAT&T mobile web site is dependent on device operating systems, mobile browser, and device attributes.

Chat available

Exhibit 7.c.ii

Use the sliders below to estimate how much usage, on average, your monthly Internet activities take. Or click a data amount on the bar on the right to see a preset data package.

Emails sent and received*

0 Emails

Hours of streaming music

0 Hours

Hours of surfing the web

0 Hours

Social media posts with photos

0 posts

Hours of streaming standard-definition video

0 Hours

Hours of streaming high-definition video

0 Hours

Hours of streaming 4K video

0 Hours

Time spent online gaming

0 Hours

*Represents 75% of emails with no attachments and 25% of emails with attachments.

Reset data calculator

Your Estimated Monthly Data Usage

1TB

150GB

0.00GB

How we estimate

The examples below provide a general guideline for the amount of data used for each activity:

Activity	Data Size
1 email (no attachments)	20KB
1 email (with standard attachments)	300KB
1 min. of surfing the web	250KB(15MB/hr.)
1 song downloaded	4MB
1 photo upload to social media	5MB
1 min. of streaming standard-definition video	11.7MB (700MB/hr.)
1 min. of streaming high-definition video	41.7MB (2500MB/hr.)
1 min. of streaming 4K video	97.5MB (5850MB/hr.)
1 min. of online games	200KB (12MB/hr.)

Keep in mind that these examples are just estimates based on typical file sizes. Your usage may vary. **
1MB = 1,000KB approximately
1GB = 1,000MB approximately
1TB = 1,000GB approximately

myAT&T app***

Instantly track data usage, and review and pay your bill from your smartphone or tablet.

[Learn more >](#)

Check your usage

Log in to myAT&T to view your data usage. to view actual usage.

How does video affect data use?

Activity	150GB	160GB	1TB
TV & Movies	Watch 75 hours of SD TV AND stream 90 SD or 25 HD movies	Watch 75 hours of SD TV AND stream 100 SD or 28 HD movies	Watch 400 hours of SD TV AND stream 720 SD or 200 HD movies
Data	Plus, with any of these data amounts, you can: Send/receive over 10,000 emails Download/upload over 1,000 medium-sized photos on a social media site like Facebook Download over 1,000 MP3 songs Watch over 1,000 standard quality YouTube videos		

Exhibit 7.d.i

Personal
Business
About AT&T

Coverage Maps
Store Locations & Appointments
Language

Enter ZIP Register
Log in

Shop
myAT&T
Support

Wireless
TV
Internet
Email
Home Phone
Digital Life
Billing & Account
Community Forums
Contact Us

Support > Internet > Account - myAT&T > Billing & usage > Bill details > Home Internet data usage FAQs

Print

Home Internet data usage FAQs

Home Internet data usage includes all data that you send and receive on your AT&T Internet, both wired and Wi-Fi. Learn how to manage, monitor, and estimate future data usage.

DETAILED INFORMATION

Increased home Internet data

AT&T increased Internet Data allowances on August 21, 2016. Information about specific data increases is included in the data allowance chart.

Unlimited usage for AT&T home Internet customers

What is Unlimited Internet Data Usage and how do I become eligible?

Unlimited usage means you can stream, download, and browse your favorite content and connect all your devices without needing to keep usage within a usage allowance.

Additionally, you will not receive overage notifications or overage charges. You will still be able to view your usage in your monthly statements.

You are eligible for unlimited home Internet data if you have a combined bill for Internet and TV services, you purchase the Internet 1000 speed tier, or you purchase the unlimited data usage option.

- **Combined bill** - The unlimited data usage option (a \$30 value) is available to customers paying for their new or existing internet service with their new or existing AT&T television service (DIRECTV or U-verse) on a combined bill. Customers currently subscribing to both services on separate bills can visit <http://att.com/CombineMyBills> to combine their bills at no additional cost.
- **Internet 1000** - In available areas, when you sign up for our Internet 1000 speed tier you will receive unlimited home Internet data.
- **Unlimited usage option** - The unlimited usage option is also available to customers without AT&T television services for \$30 more a month; the option can be added at any time at <http://att.com/UnlimitedUverseData>.

If I have the unlimited offer, will AT&T downgrade or “optimize” the quality of service at any point?

We treat all of our customers’ Internet traffic the same, regardless if they are receiving unlimited data through bundling, adding it to their existing service or have a monthly data allowance.

AT&T has previously said it implemented data allowances to ensure it is providing a sustainable network to customers. Will offering unlimited data to AT&T home Internet customers negatively impact the AT&T network?

No. AT&T will continue to actively manage the network to handle the increasing demand for data.

Chat available

Exhibit 7.d.i

Are you offering unique video content with this offer?

We already have some of the most one-of-a-kind content in the industry, like NFL SUNDAY TICKET. But, with unlimited home Internet data, our customers will be able to access all of the same favorite content they access today, whether it's NFL SUNDAY TICKET or video from another streaming service.

Who is eligible?

AT&T Internet customers are eligible (excluding DSL). Customers who have the Internet 1000 speed tier or who also subscribe to TV from AT&T (DIRECTV or U-verse) on a combined bill will receive unlimited data (a \$30 value), automatically at no additional charge. Business customers are not eligible.

NOTE: You must pay for your AT&T Internet and TV service on a combined bill to receive unlimited home Internet data (\$30 value) at no additional charge. If you move from U-verse TV to DIRECTV, or vice versa, you may have to re-combine your TV & Internet bills. Please ensure the name on your DIRECTV account matches the name on your Internet account exactly. For more info, go to www.att.com/internet-usage.

What if I can't get DIRECTV or U-verse where I live?

The unlimited usage option is available to AT&T Internet customers (excluding DSL) for an additional \$30 per month.

What do you mean by "data usage"?

Usage includes all the data you receive (download) or send (upload). If you access the Internet through your home Wi-Fi network using any device (including smartphones), that will be included in your data usage.

This includes software update requests, email notifications, and resend requests. Individual usage results may vary based on the applications you use and the content you access. For example, if your emails have large attachments, the usage for that application may exceed what we have estimated in the data calculator. See the online Data Calculator and instructional videos for further information.

- Learn how to check your Internet data usage.
- Learn how to estimate your future data usage with the Internet Data Calculator.

Increased data allowances for select Internet customers

Why does AT&T have a data usage allowance for wireline Internet customers?

This program is designed to help keep Internet service affordable for our broad base of customers given the rapidly increasing volume of data-rich Internet traffic.

What are the new data allowances?

AT&T increased Internet Data allowances on August 21, 2016. The Internet allowances include the following:

- 150 Gigabytes (GB) per month for customers on our DSL network
- 1 Terabyte (TB) per month for speeds up to and including 768 Kilobits per second (Kbps) through 300 Megabits per second (Mbps)
- Unlimited home Internet data for the Internet GigaPower 1000 speed tier

The chart below provides an overview of speeds, previous allowances, and new allowances.

Your current Internet speed and current product name*	Monthly data allowance from May 23, 2016 to Aug. 21, 2016	Monthly data allowance after Aug. 21, 2016
	150GB	150GB

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Exhibit 7.d.i

DSL services:		
AT&T High Speed Internet Basic /FastAccess DSL Lite		
AT&T High Speed Internet Express /FastAccess DSL Ultra		
AT&T High Speed Internet Pro		
AT&T High Speed Internet Elite/ FastAccess DSL Xtreme 6.0		
Internet Basic 768kbps- 768Kbps		
Internet Basic 1.5 - 1.5Mbps	300GB	
Internet Basic 3 - 3Mbps		
Internet Basic 6 - 6Mbps		
Internet 12 - 12Mbps		
Internet 18 - 18Mbps		1TB
Internet 24 - 24Mbps	600GB	
Internet 45 - 45Mbps		
Internet 75 - 75Mbps		
Internet 100 - 100Mbps	1TB	
Internet 300 - 300Mbps		
Internet 1000 – up to 1Gbps	Unlimited	Unlimited

* AT&T Internet data allowances increased from 250GB on May 23, 2016 (excluding DSL).

What is a gigabyte?

A gigabyte measures the amount of data you send and receive over the network – not the amount of time spent connecting to the Internet. A gigabyte is 1,073,741,824 bytes, 1,048,576 kilobytes, or 1024 megabytes.

Approximately 50,000 single-page emails without attachments, for example, would equal about 1GB. Watching an 80-minute movie in standard definition or about 20 minutes of a TV show or movie in high definition each equals about 1GB.

Will spending a lot of time on the Internet make me go over my allowance?

The types of activities performed matter more than the time spent online. For example, so-called data-rich activities, such as streaming video, may use more data than sending emails.

How would you describe what 1TB is in terms of what a typical customer would use?

1TB is far more data than a vast majority of customers use in a month. An average AT&T Internet customer uses just over a tenth of that amount, roughly 100GB of data per month. An average AT&T DSL customer uses about 70GB of data per month.

I don't know my current Internet speed tier or plan name ... how can I find out?

Your Internet speed tier and plan name can be found by logging into myAT&T from your computer or mobile device.

From your computer:

- 1 Go to www.att.com.
- 2 Log in with your **Member ID** and **password**.
- 3 Scroll to **My Plans**. Your Internet plan and speed are displayed on the Internet tab.

From your mobile device or with the myAT&T app:

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Exhibit 7.d.i

- 1 Go to m.att.com or open the myAT&T app.
- 2 Log in with your **Member ID** and **password**.
- 3 Select **My plans & features**.
- 4 Select **Internet**. Your Internet plan and speed display.

Help me understand more about what I can do within my allowance each month.

First, find your data allowance in the table below, then read down the column for details about how that number translates into monthly activities.

Usage comparisons for all data allowances/Internet speed plans:

Activity	150GB	1TB
TV & Movies (SD = standard definition, HD = high definition)	Watch 75 hours of SD TV AND stream 90 SD or 25 HD movies	Watch 400 hours of live SD TV plus stream 720 SD or 200 HD movies per month
Other data use	With any of these data amounts, you can: <ul style="list-style-type: none"> • Browse 10,000 web pages • Send/receive over 10,000 emails • Download/upload over 1,000 medium-sized photos on a social media site like Facebook • Download over 1,000 MP3 songs • Watch over 1,000 standard quality YouTube videos 	

If I use Wi-Fi, does that count as usage?

If you access your residential Internet over your Wi-Fi home network using any type of device (including smartphones and some home automation equipment), that counts as AT&T Internet data usage. However, if you access the Internet via a public or commercial Wi-Fi hotspot, that access does not count as usage.

Can anyone who doesn't live in my home affect my bandwidth usage?

That depends. AT&T residential gateways are secured. If you have some other gateway or router and have not secured it, someone nearby with a computer or Wi-Fi enabled device could access your home network, use your high-speed Internet, and increase your usage. Common encryption protocols, such as Wireless Encryption Protocol (WEP) or Wi-Fi Protected Access (WPA), can provide additional security. Learn how to secure your AT&T-provided devices. Others can check their manufacturer's support website for help in securing their Wi-Fi gateway.

I have an AT&T MicroCell, which uses high-speed Internet in my home to boost wireless data signals. Will that wireless usage be included in my monthly usage allowance?

No, the wireless traffic from an AT&T MicroCell is not included in your AT&T Internet data usage allowance. To help ensure accurate billing, you should register your AT&T MicroCell account and residential AT&T Internet account at www.att.com/internet-usage-MicroCell. If you have Internet service with another provider, you do not need to register your account.

I have a wireless U-verse TV or DIRECTV receiver in my home. Will that usage be included in my monthly usage allowance?

No – the wireless U-verse TV or DIRECTV receiver connecting to the residential gateway will not count as data usage.

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Exhibit 7.d.i

Customers who subscribe to both services and pay for it on a single bill will receive unlimited home Internet data. To combine bills at no additional cost, a customer should visit att.com/CombineMyBills.

Will using AT&T applications count toward my data usage?

Yes, using some U-verse TV, mobile, and tablet applications may generate a small amount of usage. Following is a partial list of U-verse TV and AT&T applications that use the Internet and will have a small impact on usage when connected to your AT&T home network:

U-verse TV apps	iHeart Radio, CNBC, Facebook (renamed to U-verse Social), Food Network, Home Shopping Network, Interactive Workout, Karaoke TV app, Masters, Olympic, Santa Tracker, Stingray Music, Tumblebooks, TV Everywhere, U-verse Games, U-verse app for Android (smartphone and tablet), Weather on Demand, What's Trending,
U-verse TV mobile and tablet apps	BuddyTV, EasyRemote
AT&T apps and facilities	myAT&T, Digital Life, U-verse TV Poster Art

Will using DIRECTV count toward my data usage?

Some DIRECTV features will count towards your data usage. These include:

- PPV
- OnDemand
- 4K programming

I am an AT&T wireless customer, and I read that I can watch TV with the DIRECTV or U-verse App without it counting against my wireless data. If I stream DIRECTV on my devices at home over Wi-Fi, will this count against my home Internet monthly usage allowance?

If you stream DIRECTV on your mobile device over your home internet service Wi-Fi connection, usage will count towards your home Internet monthly data usage allowance.

Will using SamKnows count toward my data usage?

If you are a participant in the SamKnows/FCC program, your usage levels may be impacted by the speed tests that are run.

Additionally, other speed test sites may impact your home data usage.

How do I measure the amount of data I'm using?

A variety of free tools and communications are available to help you monitor and manage your data usage at our [Internet usage page](#).

For example, you can learn which Internet activities have the largest impact on usage. Other aids include an AT&T Data Calculator, the myAT&T app, instructional videos, the proactive email notifications we'll send about your data usage, and ongoing customer communications pieces.

Log in to myAT&T via the website or smartphone app to monitor usage and to view historical usage levels with a usage meter. This meter tracks all data uploaded and downloaded with internet-connected devices on your home network.

Is there anything else I need to know before looking over my personal usage?

A password is needed to access your information. This protects your confidential customer information. The login is your AT&T primary account email address. For example, john.smith@att.net. The password is the same password you use to access your att.net homepage and att.net email account.

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How often does AT&T update usage data?

Usage data is pulled from the network every 4 hours for most customers and at 15-minute increments for higher-usage customers.

Usage information for the first day of a new bill cycle may not be available for viewing until later on the first day of the new bill cycle. Time shown in the usage display is in terms of the GMT (Greenwich Mean Time) time zone which is behind the U.S. time zones. For example, if you are in the CST time zone (Central Standard Time), CST is 5 hours behind GMT. So when it is 10am CST, the time will be displayed as 3pm.

If I decide I want to start routinely checking on my usage, is anything available to make it simple?

You can view and manage your home Internet usage through the myAT&T portal, or on the go through the myAT&T app on smartphones. This portal also enables you to download your most recent AT&T bill, which also includes additional usage details.

What if I want to estimate my usage in the future? Is that possible?

Yes. We're providing several tools to help. You can quickly estimate the amount of data your favorite activities use by visiting the AT&T Data Calculator. The calculator can also help estimate approximate monthly usage.

How do I know if I went over, or if I'm about to go over?

If a customer does not receive a notice from AT&T, it means the customer will not incur additional charges for exceeding the monthly data allowance.

To help advise our customers of their usage we provide a total of seven notices before additional charges will affect the bill. Notices are sent at 100% usage in the first month, and 65%, 90% and 100% usage in subsequent months.

Can you provide more information on how I'm notified about approaching or exceeding the data allowance?

You'll receive an email notice during the first billing cycle in which you exceed the monthly data allowance, but you will not be charged. In the following billing cycle, you'll receive notices any time usage reaches 65%, 90% and 100% of the allowance, but you will not be charged. During later billing cycles you'll receive notices when usage reaches 65%, 90% and 100% of the allowance. At this point, as our agreement provides, you'll receive an additional 50 gigabytes of data for \$10, with a maximum of \$100 per billing cycle.

Regarding the email notifications about usage, where will they be sent?

You'll receive email notices about your home Internet usage at the primary email address you set up when you registered for service. AT&T sends a letter by U.S. mail if we cannot reach you by email or do not have your email address.

Is there a way to check what I have as my primary email address? What if I need to change it?

Your att.net email address can be found by logging into myAT&T.

- 1 Go to www.att.com
- 2 Log in to your myAT&T account.
- 3 Select **Overview**.
- 4 Under **My plans**, select **Internet**.
- 5 Next to your Internet plan name, select **Plan Details**.
- 6 Scroll to the **My Email Addresses** section and find the address marked **primary**.

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Exhibit 7.d.i

What happens if I exceed the allowance?

As data usage exceeds the additional allowance in a single bill cycle, you'll receive another 50GB of data for \$10. The maximum monthly overage charge is \$100.

If I go over my monthly data allowance, when will usage charges appear on my bill?

The usage measurement is based on your billing date. If usage charges are incurred they will be outlined on AT&T bills after usage takes place. Depending on your billing date and when you exceeded your data allowance in your billing cycle, it may take one to two billing cycles before charges appear on the bill. If you go over the monthly data allowance for a third time, charges for the additional data typically appear on the following month's bill.

How do you know that your usage measurement is accurate?

A dedicated team of trained and specialized AT&T lab engineers thoroughly review and check the accuracy of our system on a regular basis.

Is AT&T implementing these data allowances to make customers pay more for the same service?

No. The monthly data allowances have been in place for all AT&T Internet customers since 2011. We are increasing the allowance amount for most of our Internet customers (excluding DSL) and enhancing our high-speed Internet offer with the unlimited option. We anticipate that most customers will rarely go over their current monthly data allowance. We expect this to continue to be the case since we're enhancing our high-speed Internet offer with the unlimited option and are increasing the allowance amount for most Internet customers.

COMMUNITY DISCUSSION

Re: New to uverse

Read post 

✓ Solved by my thoughts

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Yes, surfing the web is using data.... When type a search, upload request. When viewing pages or content (video, Yo ...**More**

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Login

Home Internet data usage FAQs

Home Internet data usage includes all data that you send and receive on your AT&T Internet, both wired and Wi-Fi. Learn how to manage, monitor, and estimate future data usage.

DETAILED INFORMATION

Why does AT&T have a data usage allowance for Internet customers?

This program is designed to help keep Internet service affordable for our broad base of customers given the rapidly increasing volume of data-rich Internet traffic.

What do you mean by data usage?

Usage includes all the data you receive (download) or send (upload). If you access the Internet through your home network, wired or Wi-Fi, using any device (including smartphones), that will be included in your data usage.

This includes software update requests, email notifications, and resend requests. Individual usage results may vary based on the applications you use and the content you access. For example, if your emails have large attachments, the usage for that application may exceed what we have estimated in the data calculator. See the online Data Calculator and instructional videos for further information.

For DSL, in some cases, AT&T is unable to measure your data usage due to system limitations. In that case, you will be unable to determine your usage using the data tracker, and AT&T will not charge you for usage over your data allowance.

- Learn how to [check your Internet data usage](#).
- Learn how to estimate your future data usage with the [Internet Data Calculator](#).

What is a gigabyte?

A gigabyte measures the amount of data you send and receive over the network – not the amount of time spent connecting to the Internet. A gigabyte (GB) is 1,073,741,824 bytes, 1,048,576 kilobytes, or 1024 megabytes.

Approximately 50,000 single-page emails without attachments, for example, would equal

Exhibit 7.d.ii

about 1GB. Watching an 80-minute movie in standard definition or about 20 minutes of a TV show or movie in high-definition each equals about 1GB.

What are the data allowances?

AT&T Internet service data allowances include the following:

- 150 Gigabytes (GB) per month for customers with DSL service.
- 160 GB per month for customers with Fixed Wireless Internet service.
- 1 Terabyte (TB) per month for Internet speed tiers up to and including 768 Kilobits per second (Kbps) through 300 Megabits per second (Mbps).
- Unlimited home Internet data for the Internet 1000Mbps speed tier.

The chart below provides an overview of Internet speeds and data allowances.

Data allowances	
Your current Internet speed and current product name	Monthly data allowance
DSL services:	
AT&T High Speed Internet Basic /FastAccess DSL Lite	150GB
AT&T High Speed Internet Express /FastAccess DSL Ultra	
AT&T High Speed Internet Pro	
AT&T High Speed Internet Elite/ FastAccess DSL Xtreme 6.0	
Fixed Wireless Internet	160GB
Internet Basic 768 - 768Kbps	1TB
Internet Basic 1.5 - 1.5Mbps	
Internet Basic 3 - 3Mbps	
Internet Basic 6 - 6Mbps	
Internet 12 - 12Mbps	
Internet 18 - 18Mbps	
Internet 24 - 24Mbps	
Internet 45 - 45Mbps	
Internet 75 - 75Mbps	
Internet 100 - 100Mbps	
Internet 300 - 300Mbps	

Exhibit 7.d.ii

Internet 1000	Unlimited
---------------	-----------

Will spending a lot of time on the Internet make me go over my allowance?

The types of activities performed matter more than the time spent online. For example, so-called data-rich activities, such as streaming video, may use more data than sending emails.

How would you describe what 1TB is in terms of what a typical customer would use?

1TB is far more data than a vast majority of customers use in a month. An average AT&T Internet customer uses just over a tenth of that amount, roughly 100GB of data per month. An average AT&T DSL customer uses about 70GB of data per month.

I don't know my current Internet speed tier or plan name ... how can I find out?

Your Internet speed tier and plan name can be found by logging into myAT&T from your computer or mobile device.

- 1 Go to your [account Overview](#).
- 2 Under **My Internet**, your Internet speed tier will display.

Help me understand more about what I can do within my allowance each month.

First, find your data allowance in the table below, then read down the column for details about how that number translates into monthly activities.

Usage comparisons for all data allowances/Internet speed plans			
Activity	150GB	160GB	1TB
TV & Movies (SD = standard-definition, HD = high-definition)	Watch 75 hours of SD TV AND stream 90 SD or 25 HD movies	Watch 75 hours of SD TV AND stream 100 SD or 28 HD movies	Watch 400 hours of live SD TV plus stream 720 SD or 200 HD movies per month
Other data use	With any of these data amounts, you can: <ul style="list-style-type: none"> • Browse 10,000 webpages • Send/receive over 10,000 emails • Download/upload over 1,000 medium-sized photos on a social media site like Facebook • Download over 1,000 MP3 songs 		

Exhibit 7.d.ii

- Watch over 1,000 standard quality YouTube videos

If I use Wi-Fi, does that count as usage?

If you access your residential Internet over your Wi-Fi home network using any type of device (including smartphones and some home automation equipment), that counts as AT&T Internet data usage. However, if you access the Internet via a public or commercial Wi-Fi hotspot, that access does not count as usage.

Can anyone who doesn't live in my home affect my bandwidth usage?

That depends. AT&T residential gateways are secured. If you have some other gateway or router and have not secured it, someone nearby with a computer or other Wi-Fi enabled device could access your home network, use your high-speed Internet, and increase your usage. Common encryption protocols, such as Wireless Encryption Protocol (WEP) or Wi-Fi Protected Access (WPA), can provide additional security. Learn how to secure your AT&T-provided devices. Others can check their manufacturer's support website for help in securing their Wi-Fi gateway.

I have an AT&T MicroCell, which uses high-speed Internet in my home to boost wireless voice and data signals. Will that wireless usage count against monthly usage allowance?

No, the wireless traffic from an AT&T MicroCell is not included in your AT&T Internet data usage allowance. To help ensure accurate billing, you should register your AT&T MicroCell account and residential AT&T Internet account at www.att.com/internet-usage-MicroCell. If you have Fixed Wireless Internet or Internet service with another provider, you do not need to register your account, and MicroCell usage will count against your monthly usage allowance.

I have a wireless U-verse TV or DIRECTV receiver in my home. Will that usage count against my monthly usage allowance?

No – viewing standard video content through a wireless U-verse TV or DIRECTV receiver connecting to the residential gateway will not count as data usage. Pay-per-view video, software updates, and DVR schedule data count as data usage.

Customers who subscribe to both services and pay for it on a single bill will receive unlimited home Internet data. To combine bills at no additional cost, a customer should visit att.com/CombineMyBills. (Unlimited Internet data is not available to DSL or Fixed Wireless Internet customers).

Exhibit 7.d.ii

Will using AT&T applications count toward my data usage?

Yes, using some U-verse TV, mobile, and tablet applications may generate a small amount of usage. Following is a partial list of U-verse TV and AT&T applications that use the Internet and will have a small impact on usage when connected to your AT&T home network:

U-verse TV and AT&T applications that use the Internet	
U-verse TV apps	iHeart Radio, CNBC, Facebook (renamed to U-verse Social), Food Network, Home Shopping Network, Interactive Workout, Karaoke TV app, Masters, Olympic, Santa Tracker, Stingray Music, Tumblebooks, TV Everywhere, U-verse Games, U-verse app for Android (smartphone and tablet), Weather on Demand, What's Trending,
U-verse TV mobile and tablet apps	BuddyTV, EasyRemote
AT&T apps and facilities	myAT&T, Digital Life, U-verse TV Poster Art

Will using DIRECTV count toward my data usage?

Some DIRECTV features will count towards your data usage. These include:

- PPV
- OnDemand
- 4K programming

I am an AT&T wireless customer, and I read that I can watch TV with the DIRECTV or U-verse App without it counting against my wireless data. If I stream DIRECTV on my devices at home over Wi-Fi, will this count against my home Internet monthly usage allowance?

If you stream DIRECTV on your mobile device over your home internet service Wi-Fi connection, usage will count towards your home Internet monthly data usage allowance.

Will using SamKnows count toward my data usage?

If you are a participant in the SamKnows/FCC program, your usage levels may be impacted by the speed tests that are run.

Additionally, other speed test sites may impact your home data usage.

Check and manage data usage

Exhibit 7.d.ii**How do I measure the amount of data I'm using?**

A variety of free tools and communications are available to help you monitor and manage your data usage at [our Internet usage page](#).

For example, you can learn which Internet activities have the largest impact on usage. Other aids include the [AT&T Data Calculator](#), the myAT&T app, instructional videos, the proactive email notifications we'll send about your data usage, and ongoing customer communications pieces.

Log in to myAT&T via the website or smartphone app to monitor usage and to view historical usage levels with a usage meter. This meter tracks all data uploaded and downloaded with internet-connected devices on your home network.

Is there anything else I need to know before looking over my personal usage?

A password is needed to access your information. This protects your confidential customer information. The login is your AT&T primary account email address. For example, john.smith@att.net. The password is the same password you use to access your att.net homepage and att.net email account.

How often does AT&T update usage data?

Usage data is pulled from the network every 4 hours for most customers and at 15-minute increments for higher-usage customers.

Usage information for the first day of a new bill cycle may not be available for viewing until later on the first day of the new bill cycle. Time shown in the usage display is in terms of the GMT (Greenwich Mean Time) time zone which is behind the U.S. time zones. For example, if you are in the CST time zone (Central Standard Time), CST is 5 hours behind GMT. So when it is 10 a.m. CST, the time will be displayed as 3 p.m.

If I decide I want to start routinely checking on my usage, is anything available to make it simple?

You can view and manage your home Internet usage through [myAT&T](#). This portal also enables you to download your most recent AT&T bill, which also includes additional usage details.

What if I want to estimate my usage in the future? Is that possible?

Yes. We're providing several tools to help. You can quickly estimate the amount of data your

Exhibit 7.d.ii

favorite activities use by visiting the [AT&T Data Calculator](#). The calculator can also help estimate approximate monthly usage.

How do I know if I went over, or if I'm about to go over?

If a customer does not receive a notice from AT&T, it means the customer will not incur additional charges for exceeding the monthly data allowance.

To help advise our customers of their usage we provide a total of seven notices before additional charges will affect the bill. Notices are sent at 100% usage in the first month, and 65%, 90% and 100% usage in subsequent months.

Can you provide more information on how I'm notified about approaching or exceeding the data allowance?

You'll receive an email notice during the first billing cycle in which you exceed the monthly data allowance, but you will not be charged. In the following billing cycle, you'll receive notices any time usage reaches 65%, 90% and 100% of the allowance, but you will not be charged. During later billing cycles you'll receive notices when usage reaches 65%, 90% and 100% of the allowance. At this point, as our agreement provides, you'll receive an additional 50 gigabytes of data for \$10, with a maximum of \$100 per billing cycle for AT&T Internet and DSL, or \$200 for Fixed Wireless Internet. In any subsequent month, you'll receive notices when usage reaches 75% and 100% of the allowance.

Where will notifications about my usage be sent?

You'll receive email notices about your home Internet usage at the primary email address you set up when you registered for service. AT&T sends a letter by U.S. mail if we cannot reach you by email or do not have your email address.

Is there a way to check what I have as my primary email address? What if I need to change it?

Your att.net email address can be found by logging into myAT&T.

- 1 Go to your [account Overview](#).
- 2 Select **My Internet**.
- 3 Under My Plan, select **Manage my plan**.
- 4 Next to your Internet plan name, select **Plan Details**.
- 5 Scroll to the **My Email Addresses** section and find the address marked **primary**.

Exhibit 7.d.ii

What happens if I exceed the allowance?

As data usage exceeds the additional allowance in a single bill cycle, you'll receive another 50GB of data for \$10 up to a maximum monthly overage charge of \$100 for AT&T Internet and DSL, or \$200 for Fixed Wireless Internet.

If I go over my monthly data allowance, when will usage charges appear on my bill?

The usage measurement is based on your billing date. If usage charges are incurred they will be outlined on AT&T bills after usage takes place. Depending on your billing date and when you exceeded your data allowance in your billing cycle, it may take one to two billing cycles before charges appear on the bill. If you go over the monthly data allowance for a third time, charges for the additional data typically appear on the following month's bill.

How do you know that your usage measurement is accurate?

A dedicated team of trained and specialized AT&T lab engineers thoroughly review and check the accuracy of our system on a regular basis.

Is AT&T implementing these data allowances to make customers pay more for the same service?

No. The monthly data allowances have been in place for all AT&T Internet customers since 2011. We anticipate that most customers will rarely go over their current monthly data allowance.

Unlimited usage for AT&T Internet customers

Note: AT&T DSL and Fixed Wireless Internet customers are NOT eligible for Unlimited Internet Data.

What is Unlimited Internet Data Usage and how do I become eligible?

Unlimited usage means you can stream, download, and browse your favorite content and connect all your devices without needing to keep usage within a usage allowance.

Additionally, you will not receive overage notifications or overage charges. You will still be able to view your usage in your monthly statements.

You are eligible for unlimited home Internet data if you have a combined bill for Internet and TV services, you purchase the Internet 1000 speed tier, or you purchase the unlimited data usage option.

- **Combined bill** - The unlimited data usage option (a \$30 value) is available to customers paying for their new or existing internet service (other than AT&T DSL or Fixed Wireless

Exhibit 7.d.ii

Internet) with their new or existing AT&T television service (DIRECTV or U-verse) on a combined bill. Customers currently subscribing to both services on separate bills can visit <http://att.com/CombineMyBills> to combine their bills at no additional cost.

- **Internet 1000** – In available areas, when you sign up for our Internet 1000 speed tier you will receive unlimited home Internet data.
- **Unlimited usage option** - The unlimited usage option is also available to customers without AT&T television services for \$30 more a month; the option can be added at any time at <http://att.com/UnlimitedUverseData>.

If I have the unlimited offer, will AT&T downgrade or optimize the quality of service at any point?

We treat all of our customers' Internet traffic the same, regardless if they are receiving unlimited data through bundling, adding it to their existing service or have a monthly data allowance.

AT&T has previously said it implemented data allowances to ensure it is providing a sustainable network to customers. Will offering unlimited data to AT&T home Internet customers negatively impact the AT&T network?

No. AT&T will continue to actively manage the network to handle the increasing demand for data.

Are you offering unique video content with this offer?

We already have some of the most one-of-a-kind content in the industry, like NFL SUNDAY TICKET. But, with unlimited home Internet data, our customers will be able to access all of the same favorite content they access today, whether it's NFL SUNDAY TICKET or video from another streaming service.

Who is eligible?





AT&T Internet customers are eligible (DSL and Fixed Wireless Internet customers are not eligible). Customers who have the Internet 1000 speed tier or who also subscribe to TV from AT&T (DIRECTV or U-verse) on a combined bill will receive unlimited data (a \$30 value), automatically at no additional charge. Business customers are not eligible.

Note: You must pay for your AT&T Internet and TV service on a combined bill to receive unlimited home Internet data (\$30 value) at no additional charge. If you move from U-verse TV to DIRECTV, or vice versa, you may have to re-combine your TV & Internet bills. Please ensure the name on your DIRECTV account matches the name on your Internet account exactly. For more info, go to www.att.com/internet-usage.

Exhibit 7.d.ii

What if I can't get DIRECTV or U-verse where I live?

The unlimited usage option is available to AT&T Internet customers (excluding DSL and Fixed Wireless Internet) for an additional \$30 per month.

-
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Enter ZIP (<http://localization.att.com/loc/controller?ltype=res&cdvn=landinglocalization&pid=1080&return-path=https://www.att.com/support/internet/usage.html>) [Register](#)

(<http://www.att.com/accounts/?source=IC442619062000>)

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Worry free

Our plans offer more data than most of our customers use.

[Data Usage Basics](#)

[Data Calculator](#)

[Check Your Usage](#)

[Usage Tips](#)

Data usage basics

We measure data in gigabytes. That's the amount of data you download and upload from all the connected devices in your home each month. Each of our plans comes with a monthly data allowance.



[Data Usage Overview](#)
(2:31)

AT&T Internet Plans

You will receive an email notice the first time your usage exceeds the monthly data allowance. In subsequent months we will continue to send you alerts if your usage approaches or exceeds the amount of data included in your plan. If you exceed your monthly data plan a third time (bill cycle), and as our agreement provides, we'll charge you \$10 for each additional 50GB of data provided to you that month. The maximum overage charge is \$100/month.

An unlimited allowance is also available for purchase as an optional bolt-on to your Internet service. If you purchase DIRECTV or U-verse TV service bundled with your Internet service on a combined bill, you will receive an unlimited usage allowance with a \$30 value at no additional charge as part of the bundle discount.

[Terms of Agreement](#)

Monthly data allowance by speed tier

Exhibit 7.e.i

Plan	Your current Internet plan speed tier	Current monthly data allowance	New* monthly data allowance
DSL (\$200 max/mo.)	-	150GB	150GB
U-verse Internet (\$100 max/mo.)	768K, 1.5Mbps, 3Mbps, 6Mbps	300GB	1TB
	12Mbps, 15Mbps, 18Mbps, 24Mbps, 45Mbps, 75Mbps	600GB	1TB
	100Mbps	1TB	1TB
	300Mbps	1TB	1TB
	1Gbps	1TB	Unlimited

*effective Aug 21, 2016



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The first nationwide carrier to be awarded



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<http://www.bbb.org/atlanta/business-reviews/telephone-companies/atandt-in-atlanta-ga-7935>



<http://clicktoverify.truste.com/pvr.php?page=validate&companyName=AT%26T&sealid=101>



<http://uverse.com/sports/network/teamusa>

Exhibit 7.e.ii

[Support](#) > [Internet](#) > Internet usage

Home Internet usage

Worry free! Our plans offer more data than most of our customers use.

Data usage basics

We measure data in gigabytes. That's the amount of data you download and upload from all the connected devices in your home each month. Each of our plans comes with a monthly data allowance.

AT&T Internet plans

You will receive an email notice the first time your usage exceeds the monthly data allowance. In subsequent months we will continue to send you alerts if your usage approaches or exceeds the amount of data included in your plan. If you exceed your monthly data plan a third time (bill cycle), and as our agreement provides, we'll charge you \$10 for each additional 50GB of data provided to you that month. The maximum overage charge is \$100 a month for AT&T Internet and \$200 a month for DSL and Fixed Wireless Internet.

A \$30 unlimited data allowance is also available for AT&T Internet customers to purchase as an optional feature of your Internet service. Or if you purchase DIRECTV or U-verse TV service with your Internet service on a combined bill, you will receive an unlimited usage allowance. That's a \$30 value at no additional charge as part of the discount. This is only available for AT&T Internet, not DSL or Fixed Wireless Internet.

The Basics of Using Internet Data
2:31

[Internet data usage FAQ](#)

- > [AT&T Internet and DSL Terms of Service](#)
- > [Fixed Wireless Terms of Service](#)

Monthly data allowance by speed

Broadband Service Product	Monthly data allowance ¹
DSL (\$200 max/mo.) ²	150GB
Fixed Wireless Internet (\$200 max/mo.)	160GB

Exhibit 7.e.ii

Internet Basic 768kbps - Internet 300 (\$100 max/mo.)	1TB
Internet 1000 (\$100 max/mo.)	Unlimited

¹Effective 8/21/2016

²Includes:

AT&T High Speed Internet Basic / FastAccess DSL Lite, AT&T High Speed Internet Express / FastAccess DSL Ultra, AT&T High Speed Internet Pro, AT&T High Speed Internet Elite / FastAccess DSL Xtreme 6.0

More about Internet data usage

Data calculator

Check your usage

Usage tips

How much data do I need?

Some things to keep in mind as you estimate your data:

Downloading an HD movie is very data heavy, but sending a simple text email uses hardly any data at all.

Streaming video or music uses data that can add up quickly.

➤ [Launch data calculator](#)

How Much Data Do I Need?
3:01

Check your usage in myAT&T.

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Exhibit 7.e.ii

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Need Help? Call 844.855.1539 to complete your order.

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Chicago, IL

Try a different address

View Cart

Select the services you're interested in:

Great news! Your home is eligible for service from AT&T.

Plus, your home qualifies for **AT&T Fiber** with Internet speeds up to 20x faster than the average cable customer's speed.

AT&T FiberSM

TV

Internet

Digital Home Phone

Displaying 3 of 3

Don't see what you're looking for?

Build your own bundle

Data calculator

\$30/mo. when you bundle with TV or Phone

Internet 45

\$40

/mo. Plus taxes. W/12 mo. agmt. Add'l fees apply. See offer details

Plus get a \$50 Reward Card

Up to 45 Mbps

Includes 1TB of data/mo. Learn more. Compare Internet speeds

BEST FOR CONNECTING MULTIPLE DEVICES

Download a 90-minute HD movie in under 12 minutes.

Plan Features

- INCLUDED! Access to the national AT&T Wi-Fi Hot Spot Network, at no extra charge
- INCLUDED! Wi-Fi Gateway router to connect your devices

Add to cart

with AT&T FiberSM

Internet 100

\$60

/mo. Plus taxes. W/12 mo. agmt. Add'l fees apply. See offer details

Everyday price, no startup costs

Up to 100 Mbps

Includes 1TB of data/mo. Learn more. Compare Internet speeds

IDEAL FOR MULTIPLE INTERNET USERS & SERIOUS GAMERS

Download a 90-minute HD movie in under 6 minutes.

Plan Features

- INCLUDED! Wi-Fi Gateway router to connect your devices
- INCLUDED! Access to the national AT&T Wi-Fi Hot Spot Network, at no extra charge

Add to cart

with AT&T FiberSM

Internet 1000

\$80

/mo. Plus taxes. W/12 mo. agmt. Add'l fees apply. See offer details

Everyday price, no startup costs

INTERNET 1000

Includes unlimited data. Compare Internet speeds

OUR FASTEST INTERNET STARTING WITH A 1000 MBPS CONNECTION

Download a 90-minute HD movie in under 34 seconds.

Plan Features

- INCLUDED! Wi-Fi Gateway to connect your devices
- INCLUDED! Access to the national AT&T Wi-Fi Hot Spot Network at no extra charge
- Speeds vary. Download max typically 940 Mbps. Not guaranteed.

Add to cart

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Exhibit 7.f.ii


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DIRECTV + INTERNET


YOU DESERVE MORE WAYS TO WATCH, SURF + MORE

Four receivers, including an HD DVR, and monthly fees included, plus Internet with 99% reliability.

\$80/mo.

Plus taxes. For 24 mos. HD 4K no. TV, 12 mos. Internet agree. & combined billing for SELECT ALL INCLUDED PACKAGE. *and Unlimited data allowance (\$30 value) if no add'l charge. †BUNDLE OFFER REQUIRES 24MO TV & 12MO INTERNET AGREEMENTS. ALTHOUGH DIRECTV OFFERS REQUIRE 24MO AGREEMENT, EARLY TERMINATION FEES (\$30/MO. FOR TV, \$15/MO. FOR INTERNET) FOR EACH MONTH REMAINING ON AGMT., \$35 ACTIVATION, EQUIPMENT NON-RETURN & ADD'L FEES APPLY. Claim based on AT&T Uverse Internet service. See offer details.

[Shop now](#)



Billions now playing on SHOWTIME®

Reliable. Safe. Fast. High-speed Internet from AT&T

Streaming movies, downloading music—no matter how you use the Internet, we have the perfect high-speed Internet package for you. Each one is ultra reliable and includes a full suite of anti-virus software.



Best for streaming on multiple devices.
Up to 50Mbps



Binge watch your favorite TV shows and movies.
Up to 75Mbps



Best for multiple users and serious gamers.
Up to 100Mbps

[Chat available](#)

Availability limited to select areas. Speeds may vary and are not guaranteed. Internet speed claims represent maximum network service capacity speeds. Actual speeds vary based on factors including site traffic, content provider server capacity, internal network management factors, and device capabilities and the use of certain other AT&T services. For more information, go to att.com/speedtest and att.com/broadbandinfo.

[Shop now](#)

AT&T Internet is #1 in customer satisfaction compared to other major cable Internet providers

Claim based on 2017 ACB survey of customers ranking their own internet provider's performance.

[Shop now](#)

Exhibit 7.f.ii

Bundle Internet with other services and lock in your price for two years!

Chat available

INTERNET	DIRECTV + INTERNET	DIRECTV + INTERNET + HOME PHONE
<p>\$40 /mo</p> <p><small>Plus taxes. 12-mo. agmt req'd. incl 1TB data/mo. \$10 orig for each add'l 50GB, up to \$150/mo.† Over charges may apply. See & add'l restrictions apply. Limited availability in select areas. May not be available in your area. See offer details.</small></p>	<p>\$80 /mo</p> <p><small>Plus taxes. For 24 mos. w/ 2-yr. 12-mo. Internet agmt & combined billing.† incl unlimited data allowance (\$30 value) w/ no add'l charge.† Limited availability in select areas. May not be available in your area. ALL DIRECTV OFFERS REQUIRE 2-yr. TV AGREEMENT. See offer details.</small></p>	<p>\$89.99 /mo</p> <p><small>Plus taxes. For 24 mos. w/ 2-yr. 12-mo. Internet agmt & combined billing.† incl unlimited data allowance (\$30 value) w/ no add'l charge.† Limited availability in select areas. May not be available in your area. ALL DIRECTV OFFERS REQUIRE 2-yr. TV AGREEMENT. See offer details.</small></p>
<p>Plus get a \$50 AT&T Visa® Reward Card with online orders</p> <ul style="list-style-type: none"> Internet speeds up to 50Mbps INCLUDED! Wi-Fi Gateway router to connect your devices INCLUDED! AT&T Internet Security Suite—powered by McAfee® Bundle with another qualifying AT&T service and get Internet for \$30/mo. 	<p>Plus get a \$50 AT&T Visa® Reward Card with online orders</p> <ul style="list-style-type: none"> Over 150 of your favorite channels PLUS GET HBO®, SHOWTIME®, STARZ®, and CINEMAX® for first 3 months at no extra cost. After first 3 mos. services continue at then prevailing rate (currently \$53.99/mo) unless you call to change or cancel. INCLUDED! Monthly fees for HD DVR + 3 additional receivers Internet speeds up to 50Mbps INCLUDED! Wi-Fi Gateway router to connect your devices INCLUDED! AT&T Internet Security Suite—powered by McAfee® No activation fee when you order online (value: \$35) 	<p>Plus get a \$50 AT&T Visa® Reward Card with online orders</p> <ul style="list-style-type: none"> Over 150 of your favorite channels PLUS GET HBO®, SHOWTIME®, STARZ®, and CINEMAX® for first 3 months at no extra cost. After first 3 mos. services continue at then prevailing rate (currently \$53.99/mo) unless you call to change or cancel. INCLUDED! Monthly fees for HD DVR + 3 additional receivers Internet speeds up to 50Mbps INCLUDED! Wi-Fi Gateway router to connect your devices Phone - With over 25 convenient calling features No activation fee when you order online (value: \$35)
<p>Shop now</p>	<p>Shop now</p>	<p>Shop now</p>

ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. EARLY TERMINATION FEE OF \$20/MO. FOR EACH MONTH REMAINING ON AGMT., \$35. ACTIVATION, EQUIPMENT NON-RETURN & ADD'L FEES APPLY. New approved residential customers only (equipment lease req'd). Credit card req'd (except MA & PA). See offer details.



Over 99% reliable: An Internet connection you can count on

With our professional installation service and an AT&T Wi-Fi Gateway router, you get a solid, consistent wireless signal throughout your home.

[Shop now](#)



Surf safer with AT&T and McAfee®

No matter how you connect to the Internet, we'll help you surf smarter and guard against online threats with the AT&T Internet Security Suite—powered by McAfee®.

[Shop now](#)



Speed to suit your needs

Enjoy download speeds up to 75Mbps.* Plus, combine with DIRECTV to stream live TV and watch thousands of movies & shows on multiple devices throughout your home.

*75Mbps service is currently available in select markets. Visit att.com to check service availability in your area.

[Shop now](#)

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Site Feedback

Site Feedback

Exhibit 7.f.ii

Need to move your services? We can do that!

We'll help you set up TV, Internet, and home phone online. See our exclusive offers on U-verse TV, high-speed Internet, and home phone.

Learn more

Interested in U-verse® TV bundles?

Combine TV, wireless, digital home phone, and High Speed Internet from AT&T and get them all on a single, simple bill.

Learn more

Chat available

Stay in the know!

Sign up for updates on hot deals & new products.

Enter your email

Sign me up

Looking for more?

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ALL DIRECTV OFFERS REQUIRE SA-HO. AGREEMENT. ADD'L FEES APPLY.
New approved residents DIRECTV customers only (equipment lease req'd). Credit card req'd. Provisioned ETP fee (up to \$480) and Equipment Non-Return fees apply.

*Access includes AT&T Wi-Fi Basic. Wi-Fi-enabled device required. Other restrictions apply. See www.attwifi.com for details and locations.

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TRUSTe

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Exhibit 7.f.ii

Bundle Internet with other services and lock in your price for two years!

INTERNET

\$40/mo

Plus taxes, 12-mo. agmt req'd, incl 1TB data/mo, 50GB (up to \$100/mo).† Other charges may apply. Limited availability in select areas. May not be available in your area. See offer details.

Plus get a \$50 AT&T Visa® Reward Card with online orders

- Internet speeds up to 50Mbps
- INCLUDED! Wi-Fi Gateway router to connect your devices
- INCLUDED! AT&T Internet Security Suite—powered by McAfee®
- Bundle with another qualifying AT&T service and get Internet for \$30/mo.

Geographic and service restrictions apply to AT&T Internet services. Call or go to att.com to see if you qualify.

INTERNET OFFERS REQUIRE 12 MONTH AGREEMENT. New approved residential customers only. Prorated ETF (\$180) and Equipment Non-Return fees apply. Credit restrictions apply.

1YR INTERNET OFFER: Price after bill credit for new residential customers. After 12 months, then prevailing monthly rate applies unless canceled by customer before end of promo period. Up to \$99 installation fee applies.

INTERNET SVC: AT&T Internet, formerly known as AT&T U-verse, is high speed internet provided over an advanced digital network.

†Unlimited data allowance may also be purchased separately for an add'l \$30/mo., or maintain a bundle of TV & Internet on a combined bill and receive Unlimited Internet data (\$30 value) at no add'l charge. For more info, go to www.att.com/internet-usage.

Internet speed claims represent maximum network svc capability speeds. Actual customer speeds may vary & are not guaranteed. Actual speeds vary based on factors including site traffic, content provider server capacity, internal network management factors and device capabilities and the use of certain other AT&T services. Max speeds may not be realized if 2

Cancel

INTERNET + HOME PHONE

\$9.99/mo

24-mo. TV, 12-mo. internet agmts & combined allowance (\$30 value) at no add'l charge.† Other charges may apply. Limited availability in select areas. May not be available in your area. See offer details.

Plus get a \$50 AT&T Visa® Reward Card with online orders

- Internet speeds up to 50Mbps
- INCLUDED! Wi-Fi Gateway router to connect your devices
- INCLUDED! AT&T Internet Security Suite—powered by McAfee®
- No activation fee when you order online (value: \$35)

Chat available

Exhibit 7.f.ii

\$30/mo. when you bundle
with TV or Phone

Internet 50


\$40 /mo. Plus taxes. W/12 mo. agmt. Add'l fees apply. See offer details

Plus get a \$50 Reward Card

Up to

50 Mbps

Includes 1TB of data/mo. [Learn more](#)



GREAT FOR SUPPORTING
4K VIDEO STREAMS &
GAMING

Download a 90-minute HD
movie in under 11 minutes.

Plan Features

- **INCLUDED!** Access to the national AT&T Wi-Fi Hot Spot Network, at no extra charge
- **INCLUDED!** Wi-Fi Gateway router to connect your devices

Add to cart

Exhibit 7.f.ii

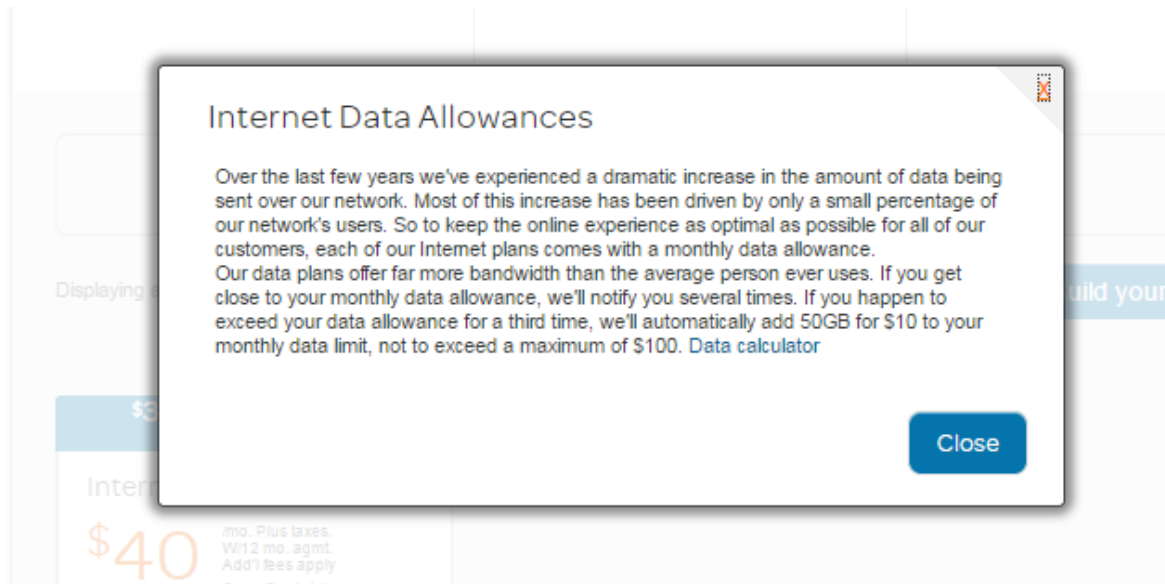


Exhibit 7.f.ii

Shop & support

I'm looking for...

Login

Need Help? Call 844.855.1539 to complete your order.

Home / Shop / Services / Get summary

Your Cart

Please review and confirm your order.

Empty cart
Save cart
Check out

[See more details](#)

Monthly Charges
Change your internet

These fees are charged on a monthly basis.

AT&T Internet 50 Up to 50 Mbps with 1 TB/mo. Learn more	\$70.00
<hr/>	
Additional Data Adjust your data allowance	\$30.00
Unlimited Usage Plan	\$30.00
Total Data Limit: Unlimited	
Internet discount for 12 mos	-\$30.00
<hr/>	
Internet subtotal	\$70.00
<hr/>	
Total Monthly Charges*	\$70.00
View estimated future bills	

*

Installment Billing Option

For your convenience, we can break up the total of all eligible annual and/or one-time charges into several monthly installments. Would you like to take advantage of this easy-pay offer?

Note: Your billing selection cannot be changed once your order is complete.

☐ **Yes, I want Installment Billing.**
Eligible one-time charges totaling **\$99.00** will be billed in **3 monthly** installments. The first installment payment will be **\$33.00**.

☐ **No thanks. Bill me the full amount of \$99.00 on my first statement.**

Exhibit 7.f.ii

[Home](#) / [Shop](#) / [Services](#) / [Adjust your data allowance](#)

San Diego, CA
Not your address? [Change it.](#)

[View Cart](#)

Adjust your monthly data allowance

Our plans offer plenty of data, in fact most of our customers don't reach their data allowance limit, but if you do need more data, we have several options to choose from.

Your current Internet plan and data allowance:

Current Internet Plan: Internet 50

Current data allowance: 1TB/mo.

[Show details](#)

ADD TV & GET UNLIMITED INTERNET DATA

SELECT All Included

\$50

/mo. Plus taxes, for 24 mos.

150 channels & apps

Includes unlimited data. Compare included channels.

Plan Features:

INCLUDED! HD DVR monthly service

Special Offers

Receive a \$50 reward card for ordering online today.

[View all TV Plans](#)

Add to cart

ADD UNLIMITED DATA TO AN EXISTING PLAN

Unlimited Usage Plan

\$30

/mo. Plus taxes.

Enjoy more of what you like to do on the Internet without worrying about how much data you're using.

Add to cart

Your Cart

[Change my choices](#)

Monthly Charges

Internet	
AT&T Internet 50 with 1 TB/mo.	\$70.00
Internet discount for 12 mos.	-\$30.00
Additional charges	
Internet subtotal	\$40.00
Total monthly charges	\$40.00
Due on first bill (one-time charges)	\$99.00
Charges and discounts	\$99.00

Some of your annual and/or one-time charges are eligible for Installment Billing.

Your rewards

Receive a \$50 reward card for ordering online today

\$50.00

[Learn more](#)

[See reward details](#)

Your rewards

\$50.00

*Excludes taxes and other fees. [See more details](#)

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1

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Change Your Service

CLEVELAND, OH

TV

Select a Plan

INTERNET

Your Plan

Internet Basic 6

6 Mbps

Select a Plan

Phone

Select a Plan

Internet Data Summary

Current plan:AT&T Internet Basic 6

Additional data:0TB/mo.

Adjust data

Data included:1TB/mo.

Total data allowance:1TB/mo.

Data Calculator

Change your Internet Plan

Internet 12

\$52/mo.

Speeds up to

12 Mbps

Includes 1 TB/mo. of Internet data.

Learn more

BEST FOR STREAMING HD VIDEO

Download a 90-minute HD movie in under 44 minutes.

Compare Internet Speeds

Download a 2MB YouTube video in 1.3 sec.

Wireless Gateway and router

Free McAfee® Internet Security Suite

Add to cart

Internet Basic 6

\$47/mo.

Speeds up to

6 Mbps

Includes 1 TB/mo. of Internet data.

Learn more

BEST FOR EMAIL AND SURFING

Download a 90-minute HD movie in under 90 minutes.

Compare Internet Speeds

Video chat with family and friends

Wireless Gateway and router

Free McAfee® Internet Security Suite

Current Plan

Internet Basic 3

\$42/mo.

Speeds up to

3 Mbps

Includes 1 TB/mo. of Internet data.

Learn more

BEST FOR EMAIL AND MESSAGING

Download a 90-minute HD movie in under 3 hours.

Compare Internet Speeds

Shop online and download music

Wireless Gateway and router

Free McAfee® Internet Security Suite

Add to cart

Internet Basic 1.5

\$37/mo.

Speeds up to

1.5 Mbps

Includes 1 TB/mo. of Internet data.

Learn more

BEST FOR LIGHT WEB SURFING

Download a 90-minute HD movie in under 6 hours.

Compare Internet Speeds

Virtually unlimited email storage

Wireless Gateway and router

Free McAfee® Internet Security Suite

Add to cart

Internet Basic 768kbps

\$29/mo.

Speeds up to

768 Kbps

Includes 1 TB/mo. of Internet data.

Learn more

BEST FOR CONNECTING WITH FRIENDS

Compare Internet Speeds

Add to cart

Continue

Monthly Price

Internet

AT&T Internet Basic 6 With 1TB/mo.

\$47.00

\$5 off per mo Speed Upgrade for Loyal Customer

-\$5.00

Internet Subtotal

\$42.00

Total Monthly Charges

\$42.00

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The first nationwide center to be awarded

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For details visit www.ctia.org

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Certified Privacy

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Change Your Service

SN 93MN, CA

Select the services you'd like to change or add:

INTERNET
Your Plan
Internet Basic 6
6 Mbps

Digital Home Phone

Select a Plan




Internet Data Summary

Current plan: AT&T Internet Basic 6	Additional data: 0 TB/mo.	Adjust data
Data included: 1 TB/mo.	Total data allowance: 1 TB/mo.	Data calculator

Change your Internet Plan

Internet 18	Internet 12	Internet Basic 6
\$62/mo.	\$57/mo.	\$0/mo. for 24 mos.
<p>Speeds up to 18 Mbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p> <p></p> <p>BEST FOR STREAMING HD VIDEO</p> <p>Download a 90-minute HD movie in under 30 minutes.</p> <ul style="list-style-type: none"> • Host websites and watch tv online <p>Add to cart</p>	<p>Speeds up to 12 Mbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p> <p></p> <p>BEST FOR STREAMING HD VIDEO</p> <p>Download a 90-minute HD movie in under 44 minutes.</p> <ul style="list-style-type: none"> • Download a 2MB YouTube video in 1.3 Internet Security Suite <p>Add to cart</p>	<p>Speeds up to 6 Mbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p> <p></p> <p>BEST FOR EMAIL AND SURFING</p> <p>Download a 90-minute HD movie in under 90 minutes.</p> <ul style="list-style-type: none"> • Video chat with family and friends Suite <p>Current Plan</p>

Exhibit 7.g.ii

Internet Basic 3	Internet Basic 1.5	Internet Basic 768kbps
\$0 /mo. for 24 mos.	\$0 /mo. for 24 mos.	\$0 /mo. for 24 mos.
<p>Speeds up to 3 Mbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p>  <p>BEST FOR EMAIL AND MESSAGING</p> <p>Download a 90-minute HD movie in under 3 hours.</p>	<p>Speeds up to 1.5 Mbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p>  <p>BEST FOR LIGHT WEB SURFING</p> <p>Download a 90-minute HD movie in under 6 hours.</p>	<p>Speeds up to 768 Kbps</p> <p>Includes 1 TB/mo. of Internet data.</p> <p>Learn more</p>  <p>BEST FOR CONNECTING WITH FRIENDS</p>
<ul style="list-style-type: none"> Shop online and download music Wireless Gateway and router Free McAfee® Internet Security Suite 	<ul style="list-style-type: none"> Virtually unlimited email storage Wireless Gateway and router Free McAfee® Internet Security Suite 	
Add to cart	Add to cart	Add to cart

[Continue](#)

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[naps](#)

[customers](#)

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[Contact us](#)


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[Terms of use](#)

[Broadband details](#)

[Advertising choices](#) 

[Accessibility](#)

[Site map](#)

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Exhibit 7.g.ii

Home / Shop / Adjust your data allowance

Change your Internet plan or allowance

SN RMN, CA

Manage my plans and services

Adjust your monthly data allowance

If you need more data we have several options to choose from

Current internet plan:

AT&T Internet Basic 6

Previous data allowance:

1TB/mo.

New data-allowance:

Unlimited

Select one:

☒ Adjust your monthly Internet data allowance

OR

☐ Upgrade your current service to get more monthly data

☐ None

☒ **Unlimited Usage Plan**
\$30 /mo.
 Enjoy more of what you like to do on the Internet without worrying about how much data you're using.

My cart | **Current services**

Monthly charges

Internet

AT&T Internet Basic 6 With 1TB/mo.	\$52.00
Special Rate for Demonstration Accounts	-\$52.00
+ Additional charges	\$30.00
Internet subtotal	\$30.00
Total monthly charges	\$30.00
Previous monthly charge	\$0.00

*Excludes taxes and other fees
See more details

Cancel all changes **Continue**

Exhibit 7.g.ii



Your Cart

Please review and confirm your order.


[Cancel all changes](#)
[Submit Order](#)

Monthly Charges

These fees are charged on a monthly basis.

 AT&T Internet Basic 6 Change Up to 6 Mbps with 1 TB/mo. Learn more	\$52.00 
<hr/>	
Additional Data Adjust your data allowance	\$30.00
Unlimited Usage Plan	\$30.00
Total data allowance: Unlimited Usage Plan	
Special Rate for Demonstration Accounts	-\$52.00
<hr/>	
Internet subtotal	\$30.00
Total Monthly Charges* \$30.00	

Your Coupon

Enter a coupon code (optional):  [Apply](#)

Enter a Sales Rep code (optional)

Exhibit 7.h

First landing page in MyATT Service:

←→

http://myattzone.web.att.com/tbmcsr/impersonatecustomer.do?userId=

Watch Mary Meeker give her 2...

myattzone.web.att.com

FileEditViewFavoritesToolsHelp

AT&T UniversityProduct Dashboard – Broa...Wired Voice & BroadbandeMarketplaceAdd to tSpace BookmarksCenter for LearningeLinkHR OneStopHROneStopPhoneWebphoneServiceDesk

Version: b1705

Logout

AccountsErrorsSales Support & OrderingFraud

Return to myAT&T Zone Customer SearchAdditional FunctionsMirror Mobile

ShopmyAT&TSupport

OverviewBilling, Usage, PaymentsInternetProfileMy OrdersDigital Life

Search

Welcome to the new myAT&T, !

Quick tip: Use the + icons to open each section and see your account details.

Total balance\$10.88CR

No payment due

Manage AutoPayGo to bill & payments

My Internet

AT&T Internet 1000 | Account:

215.1 GB of unlimited used

+

att.comatt.net

100%

Desktop1:32 PM6/5/2017

Exhibit 7.h

Expanding the “My Internet” icon:

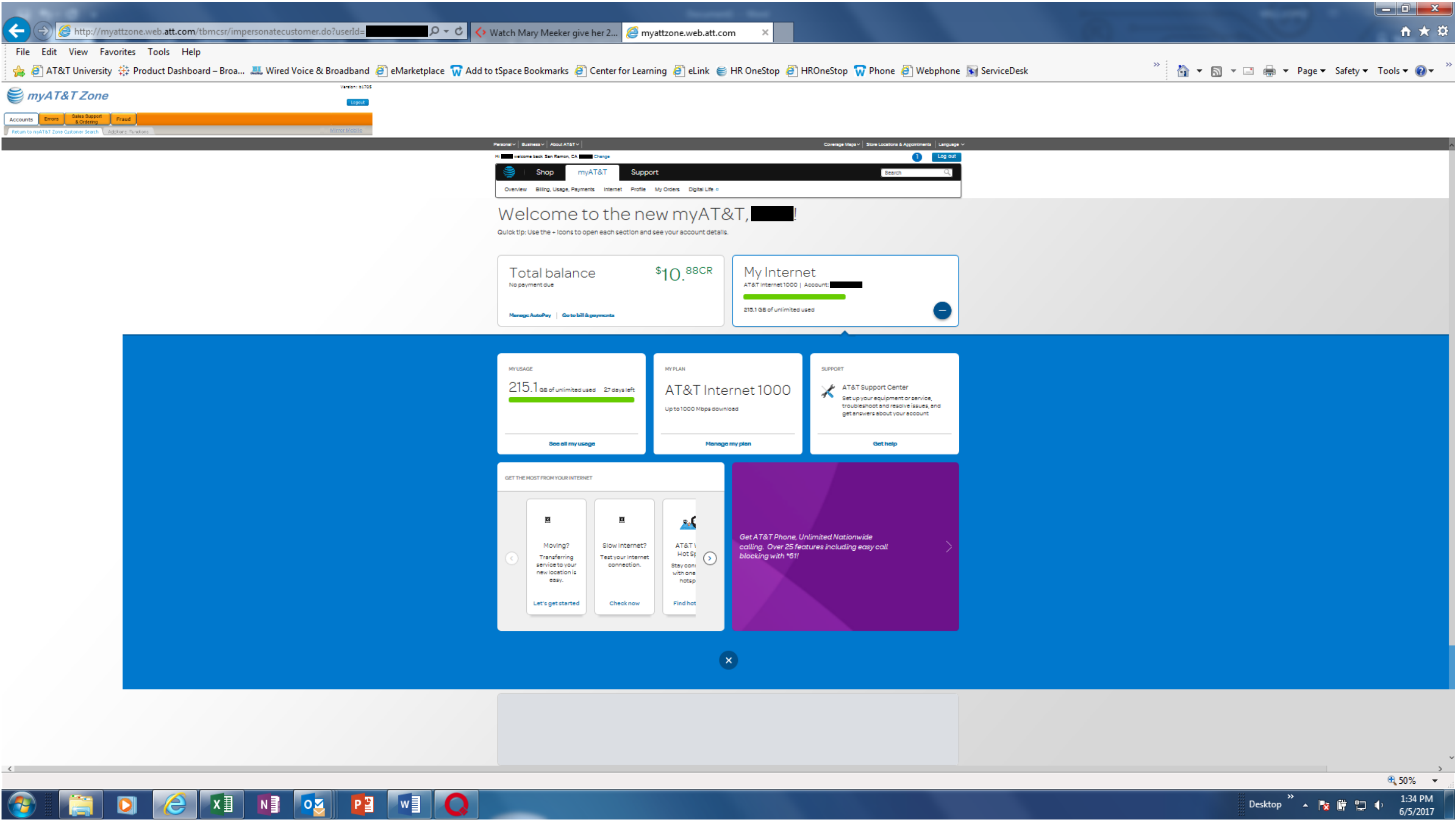


Exhibit 7.h

Selecting the “See All My Usage” icon:

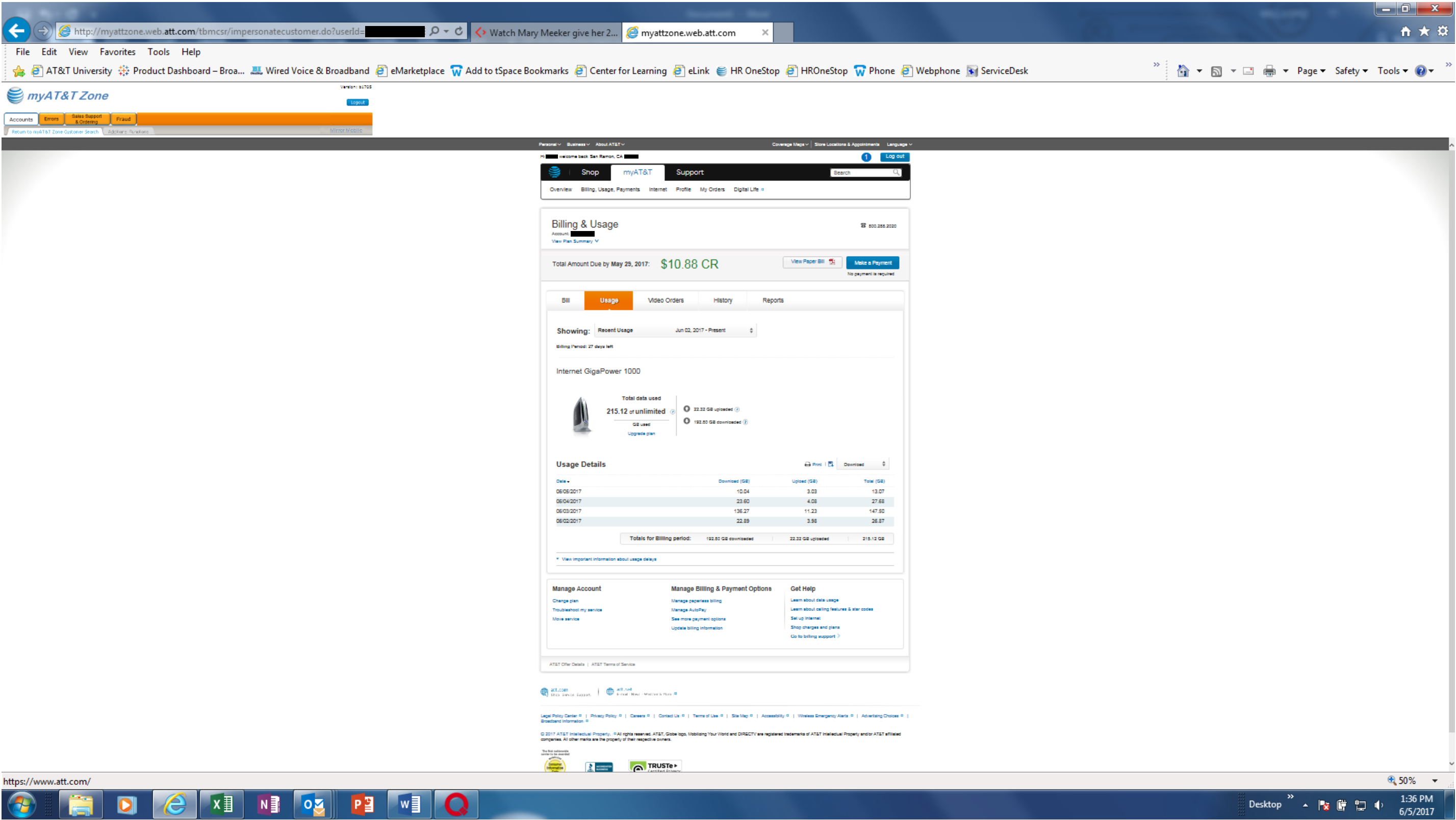


Exhibit 7.h

Selecting the Reports Menu for a Year to Date Usage Report:

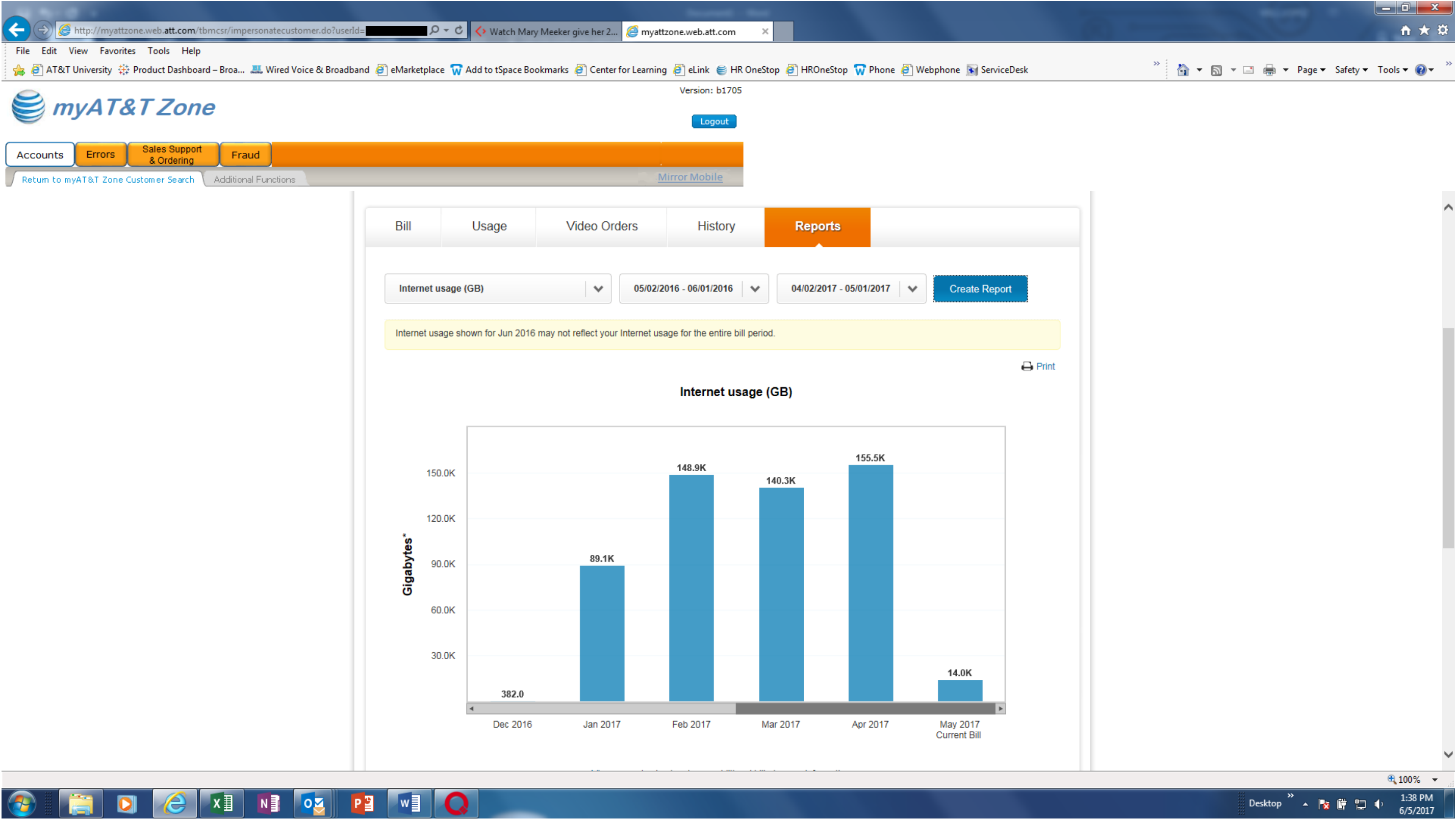


Exhibit 7.i



Your home Internet data allowance

Date

##firstname## ##lastname##

##address##

##city##, ##state## ##zip##

Hi <firstname>, (No name on file then <Hello>.)

A reminder, AT&T Internet customers on a speed tier plan (up to and including Internet 300), not bundled with either DIRECTV® or U-verse® TV, have a **1 terabyte (TB) home Internet monthly data allowance**. If you go over your data allowance, we'll automatically provide you with additional data at \$10 per 50GB after a grace period. (The maximum overage charge will still be \$100 per month, per account.)

If you purchased the unlimited home Internet data option separately for \$30 per month based on previous data amounts, we will leave it on your account and will credit you for your past charges for the option through January 2017. You should see the credit on your bill within one to two bill cycles.

Thanks for choosing us,

AT&T

Exhibit 7.i



Your home Internet data allowance

Date

##firstname## ##lastname##

##address##

##city##, ##state## ##zip##

Hi <firstname>, (No name on file then <Hello>,)

A reminder, AT&T Internet customers on a speed tier plan (up to and including Internet 300), not bundled with either DIRECTV® or U-verse® TV, have a **1 terabyte (TB) per month home Internet data allowance**. If you go over your data allowance, we'll automatically provide you with additional data at \$10 per 50GB after a grace period. (The maximum overage charge will still be \$100 per month, per account.)

You can log in to your account at att.com/myatt to view your data usage. We expect the majority of our customers' data usage will be well within 1TB each month. However, if you'd like to have unlimited data, you can still choose to purchase an unlimited Internet data option separately for \$30 per month per account. Or, you can bundle your service with either DIRECTV or U-verse TV on a combined bill, and unlimited home Internet data will be included at no additional charge.

Thanks for choosing us,

AT&T

Exhibit 7.i



Your home Internet data allowance

Date

##firstname## ##lastname##
##address##
##city##, ##state## ##zip##

Hi <firstname>, (No name on file then <Hello>.)

As a valued customer with the AT&T Internet 1000 speed tier plan, you have an unlimited home Internet monthly data allowance. You can access as much information, entertainment and content as you want!

We hope you're enjoying having unlimited data! If you'd ever like to check your data usage, you can log in to your account at att.com/myatt.

Thanks for choosing us,

AT&T